



Maventa E-invoicing: Terms of Service

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General

These Maventa's E-Invoicing Service Conditions ("**Maventa's Service Conditions**") shall form an integral and inseparable part of every Agreement regarding the Service. These Maventa's Service Conditions consist of (1) Maventa's Special conditions and complementing, where applicable, (2) Maventa's General Conditions and (3) Data Processing Appendix. In case of conflict between the conditions, the Special Conditions shall supersede the General Conditions. [The Service Description](#) shall complement Maventa's Special Conditions and Maventa's General Conditions.

These Maventa's Service Conditions shall be applied to all use of the Service regardless of whether the Customer of the End Client enters into an agreement with Maventa, a Partner or an Accounting Office. In all situations, the Customer or End Client must accept these Maventa's Service Conditions prior to starting to use the Service. Due to the nature of the Service, a separate order confirmation cannot be provided in all situations. In such situations, the Agreement is concluded when the Customer has accepted these terms and conditions and will start using the Service.

Service Description:

The Service consists of an invoice forwarding service consisting of the following functions depending on which functions the Customer enables in the Service: sending e-invoices, receiving e-invoices, sending invoices via email, printing service for printing, enveloping and sending paper invoices and scanning service. In addition to invoice transmission, Maventa offers additional services that can be separately activated in the Service, such as Maventa Receivables Management. The additional services offered can be either Maventa's own additional services or additional services provided by an external service provider. Maventa is not responsible for additional services or their integrations provided by an external service provider nor their functionalities, maintenance or updates.

Maventa is constantly striving to improve the Service and an up-to-date Service Description is available at:

<https://maventa.fi/service-description/>

The Customer has read Maventa's Service Description prior accepting Maventa's Service Conditions.

1. Maventa's Special Conditions

Maventa's rights and responsibilities

Maventa shall have the right to store, use and transfer Customer's material when it is necessary for the production/delivery of the Service. Maventa shall have the right to provide the Customer with additional services independently and together with third parties.

Maventa is responsible for the accuracy of the Maventa API documentation and for maintaining, updating and operability of the interface.

Maventa shall not be responsible for the content, correctness and appropriateness of the invoices forwarded.

Maventa may reject an e-invoice due to incomplete information, a form error or intermediary-specific requirements. Rejecting an e-invoice also causes the attachment message to be rejected.

Customer's rights and responsibilities

The Customer undertakes not to forward undue invoices and/or attachment messages via the Maventa Service.

The Customer or the Partner is responsible for integrating Maventa Service into the Customer's application using the Maventa API documentation or Maventa Connector service. The Customer is additionally responsible for the maintenance, changes and functionality of the integration.

The Customer may include links in the e-invoice. The link shall not contain confidential customer information in plain language, such as social security number, account number or bank card number. The Customer is responsible for the links, their operation, the content of their service and that the information security of the intermediary, its customer or a third party is not compromised by the use of the links. Customer-specific information displayed via the links must be adequately secured.

Maventa shall have the right to block the use of the links if they compromise the security of transactions or are against the law or good manners.

The Customer undertakes to handle the submission addresses carefully. The Customer shall not transfer the submission addresses to third parties nor use them for any other purpose than transferring e-invoices. The Customer undertakes to store the information concerning the recipient in accordance with good data processing practice in a way that no third parties have access to them.

The Customer shall not pass on the e-invoice material to a recipient who has not agreed to receive the material.

The Customer shall accept the e-invoice as received when it is available on the Maventa Service. The sender of the invoice is not obliged to deliver the invoice forwarded as e-invoice to the recipient in any other form.

Use of the Service

If the Customer uses the Service through a service or software provided by a third party and wishes to change the service provider in question, the Customer must ensure that the previous service provider has terminated the Service.

Price and invoicing

Maventa is entitled to charge the Customer for the Service in accordance with the price list valid at the time. Maventa may have resellers/partners who enter into an agreement with the Customer for the use of the Maventa Service and charge the Customer on behalf of Maventa. Resellers may invoice prices for the use of the Service that differ from the Maventa's price list by agreeing to this with the Customer.

Maventa is entitled to change the pricing and payment grounds of the Service. The price for the Service shall be in line with the valid price list, as applicable, unless otherwise agreed upon, in writing, between the parties. Maventa has the right to adjust the price list by reporting this no later than 30 days before the change takes effect. Any price increase shall be reported to the Customer by delivering the changed price list via email. The change shall have no effect on the service charges of invoicing periods prior to its entry into force. Any cost increases arising from laws, decrees, or measures taken by the authorities shall increase the prices immediately, from the date when such regulations take effect. Value-added tax (VAT) is added to the service charges in accordance with the provisions valid at the time. If the amounts or imposition grounds of public fees imposed by the authorities change because of an amendment to a provision or taxation practice, the service charges shall change accordingly.

The invoicing period is a calendar month, and the payment term is 14 days net, and any remarks on the invoice must be presented within eight (8) days from the date of receipt by the Customer.

If the Customer fails to pay the fees or the payment is late, Maventa reserves the right to suspend the Customer's right to use the Software or limit the Customer's access to read-only access and charge the maximum penalty interest permitted by law. Unpaid invoices will be transferred to debt collection. If the situation is not resolved within a reasonable time, Maventa reserves the right to terminate the Service and terminate the Customer's user right to the Software.

The Service may be closed if the Customer's invoice amount is overdue for more than 3 months and the interest accrued have not been paid in full. The closed service shall open when the outstanding amount including interests have been registered as fully paid.

Limitation of liability

The maximum amount of the total liability based on the Maventa Agreement shall not exceed the total amount of service charges charged from the Customer during the three (3) months preceding the breach of the agreement.

Neither Party shall be liable for indirect or consequential damages, such as loss of profit, revenue or business, loss, alteration, destruction, damage or re-creation costs of data, loss of goodwill, or damage that cannot be reasonably foreseen.

The limitation of liability shall not apply to damages caused intentionally or through gross negligence.

Maventa is not liable for any direct or indirect damage caused to the Customer based on the misuse of the service, possible data breach beyond Maventa's control or other unintentional or intentional misuse of the service, system failure or other cause.

Validity and termination of the Agreement

The Agreement shall remain in force until further notice. The Customer has the right to terminate the Agreement with one-month period of notice by notifying Maventa in writing (such as via email to support@maventa.com). The corresponding period of notice for the supplier is three months.

Maventa is entitled to close the Service or cancel the Agreement with immediate effect if the Customer is declared bankrupt or becomes permanently insolvent.

Maventa is entitled to cancel the Agreement or terminate the Service with immediate effect if the Service is used against the Agreement, the Service or Maventa's Service Conditions or for illegal purposes or in a way that may cause damage to the Service, Maventa, Maventa's contractual partners, Customers, third parties or collaterals.

The contractual term shall in addition be deemed to have ended if the Customer has not used the Service during the previous 12 months. Maventa shall close the account and delete customer information and personal data.

Upon the cessation of Maventa's legal basis for processing Customer's data for any reason, such as termination of the customer relationship, Maventa shall, upon request, return Customer's personal data to Customer and delete it from the systems, unless the mandatory provisions of law require Maventa to retain such data. In such a situation, Maventa shall take care of the protection of the data in accordance with the Service Conditions. After deleting the Customer's data, Maventa no longer has any related obligations to the Customer.

Data return: The Customer may request the return of the Customer's data no later than 30 days after the termination. If more than 30 days have elapsed since the termination, it is possible that the data has been irrevocably deleted. Maventa will return the Customer's data in the form determined by itself, at the time chosen by it and using the delivery method specified by Maventa. The form, time and method of data return may differ between Software: Contact Maventa (or your Partner) well in advance of termination in order to plan and execute data return. Maventa reserves the right to charge its standard price for the return of data. Some Software has functionality for data transfers that can be executed by the Customer.

Responsibility for retaining accounting records

Maventa shall not in any way be responsible for Customer's obligation under the Finnish Accounting Act (1997/1336, as amended) or any other legislative obligation in connection with the retention of accounting records or any other statutory obligation to retain material or information concerning the Customer. The Customer acknowledges that it is itself responsible for retaining its own accounting records as required by law. The Customer shall take the necessary copies of the material from the Service during the validity of the customer relationship. The Customer acknowledges that Visma may delete the Customer's material after the expiration of the Agreement, for example after the Customer or Maventa has terminated the Agreement, The Agreement has cancelled, or the Customer has not used the Service for twelve (12) months.

Use of references

Maventa shall have the right to use Customer's name and logo as a reference.

Contact information

The primary contact channel for Maventa customers is email: support@maventa.com. It is recommended to use this address for all questions related to the service, data security, etc. instead of the e-mail addresses stated in the general terms and conditions.

Claims

All claims towards Maventa, based on the Agreement, must be submitted, in writing, no later than after three (3) months have passed since the grounds for the claim were established.

Assignment of the Agreement

The parties may not assign the Agreement nor their rights or obligations based on it. However, Maventa has the right to freely assign the Agreement within the same group, by reporting this to the Partner in writing.

Amendments to the terms

Maventa shall have the right to amend and update these terms unilaterally by notifying this in the Software, on the Software website, in the online community, or by email at least 30 days prior the amendment takes effect. The Partner has the right to terminate the Agreement in such a case with a notice period of 30 days or when the amendment enters into force.

Applicable law and disputes

Finnish law shall be applied for the Agreement, 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 this Agreement 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.

If there is any ambiguity in the interpretation of the Finnish-language and non-Finnish-language Service Conditions, the Finnish-language terms and conditions shall prevail.

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General

Definitions

Term	Definition
<i>Terms may also be used in the plural, e.g. "Parties" or "Users".</i>	
Customer	The entity as defined in the Order Confirmation that has entered into this agreement with Maventa.
Customer Data	Data belonging to the Customer (or its Users) and processed by the Software, such as customer databases, invoices and other forms of production data and documents.
API	Application Programming Interface
API Documentation	Documentation, data and information regarding the use of a Maventa API.
API Credentials	Keys, tokens or other credentials used to authenticate, access and use a Maventa API.
Personal Data*	Any information relating to an identified or identifiable natural person (Data Subject).
Special Categories of Personal Data* (Sensitive Personal Data)	Any Personal Data related to: <ul style="list-style-type: none">• Racial or ethnic background• Political opinions and affiliations• Religious beliefs and other beliefs of a similar nature• Trade union membership• Mental and physical health, including sex life and sexual orientation• Criminal convictions and offenses• Genetic and biometric data
Data Processor*	The entity Processing Personal Data on behalf of the Data Controller.
Fees	The fees due to Maventa from the Customer for the right of use for the Software.

Integrated Application	A non-Maventa software application or service integrated with the Software using a Maventa API.
ISV	Independent Software Vendor
Development Environment	A software development and operations environment provided by a Maventa company for the testing, development and support of Integrated Applications.
Development Account	An account whereby an ISV is granted access to Development Environments for the purposes of testing, developing and supporting Integrated Applications.
Partner	A software company or other business partner who resells the Service and offers to End Clients for example financial software and/or human resources and payroll software and/or is charged for the use of the Service.
User	A named individual user of the Software. Users may be employees of the Customer, or anyone granted a User account by the Customer, such as a consultant or accountant, or a Development Account user.
Usage Data	Certain data collected from and/ or generated from the Software and the use thereof as specified Data Processing Appendix.
Use	Any and all actions performed on or with the Software by the Customer (including Users) or on its behalf, including the uploading of, entering into or sending or generating of Data.
End Client	A Client who uses the Service via Maventa or Partner.
Maventa	The company as defined in the Order Confirmation or in the Agreement, with which the Customer has entered into this Agreement.
Maventa API	An API for the Software, provided by Maventa for the purpose of integrating third party software applications and services.
Module	A functional package within the Software, such as a logistics module or report builder. Modules may have to be Ordered separately.

Software or Service	The Software application and related services, such as data storage from Maventa, including Users and Modules, as well as versions, changes, and upgrades, and related activities, such as third-level support.
Software Documentation	Documentation describing Software features, functionality and configuration, such as manuals and help files.
Party	Maventa or the Customer, together as "Parties".
Data Subject*	A natural person whose personal data is Processed by a Data Controller or Data Processor.
Data Controller*	The entity that determines the purposes, conditions and means of the Processing of Personal Data.
Subscription Period	The time period for which the Fees grant the Customer a right of use for the Software.
Data	A collective term for Customer Data, Personal Data, Sensitive Personal Data and Usage Data, including data sets, as applicable in context.
Data Processing or Processing*	Any operation or set of operations which is performed the Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
Breach*	A breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Data transmitted, stored or otherwise Processed.
Order	An order for the Software (including Users and Modules), including self-service ordering from within the Software, or registering for a Development Account.
Order Confirmation or (separate) Agreement	A confirmation from Maventa specifying the Software (including Users and Modules) and Fees of the Customer's Order and any additional terms and conditions that apply for the particular Software the Customer has ordered.

AO or Accounting Office	A public accountant that provides accounting, bookkeeping, auditing services and/ or tax consultancy services to Clients (AO Services) and, if required under applicable regulations, is certified through the applicable Financial Supervisory Authority or other authority that regulates financial markets.
<i>* These terms shall have the same meaning and interpretation as in applicable privacy legislation, and are referenced here for convenience. Processing of Personal Data is agreed in the Data Processing Appendix.</i>	

1. General terms

1.1 Order

- 1.1.1. The Customer has ordered the Software from Maventa through an Order. The Customer may order Software directly from Maventa, from its web pages and web shops, from within certain Software, or through a Partner.
- 1.1.2. These Terms of Service (TOS) are standard terms that govern the use of the Software. Please read the terms herein carefully. By placing an Order, by signing, clicking "I accept" or similar on any presentation of the TOS, inside the Software, web-shop, confirmation email or other order form, the Customer places a legally binding order with Maventa. Only individuals with the necessary administrative and purchasing rights for the Customer may do so. If you do not agree with the TOS, or do not have the necessary authority from your company to place such an order, please do not use the Software, submit an Order for the Software, or accept or sign the TOS when presented with it, as doing so constitutes a binding legal action on behalf of your company. A legally binding agreement between your company and Maventa will be entered into if and when Maventa issues an Order Confirmation. When ordering new Software, the Order Confirmation will amend the existing agreement to include the new Software.
- 1.1.3. The TOS governs a wide range of Software from Maventa. The following information will appear on the Order Confirmation, depending on which Software the Customer has Ordered:
- The information of Maventa / Visma Solutions Oy
 - Which Software, including Users and Modules, the Customer has Ordered.
 - Fees for the Software Ordered.
 - Information about how the Customer can terminate its subscription to individual Software, and its customer relationship with Maventa.
 - Any additional terms and information that may apply, such as information about Software-specific status-pages, or as agreed between the Parties according to 1.1.4.

Items 1, 2 and 3 will also appear on the invoice.

- 1.1.4 Unless specifically agreed otherwise in writing between the Parties, the TOS and Order Confirmation (including any additional terms) constitute the entire agreement between the Customer and Maventa regarding the Software. The purchase of other services from Maventa or a Partner, such as for training, implementation or customisation, is not covered by the TOS.
- 1.1.5 Maventa may change the TOS at its discretion in accordance with 1.2.1. The TOS will always include the date of the last update. Certain changes in the TOS and/or the Software, such as may be mandated by legislative changes, may require that the Customer re-accepts the TOS. Such changes will be notified minimum 30 days in advance in accordance with 1.2.2. If the Customer does not accept changes to the TOS, the Customer may terminate in accordance with Maventa's Special Conditions and request a pro-rated refund for any Fees paid in advance for the period after the termination date for the relevant Software.

1.2 Notifications

- 1.2.1 General notifications and information about the Software, such as information about new features, price changes or planned maintenance, will be delivered inside the Software, on the Software's web pages, online community or by email.
- 1.2.2 Notifications regarding the Customer's Software, hereunder Order Confirmations, or other information of particular importance, such as related to security or privacy, will be sent to the Customer's primary contact email.
- 1.2.3 The Customer is responsible for providing Maventa with at all times up to date contact information, including a primary contact email.
- 1.2.4 All notices are deemed notified when sent or posted by Maventa. All notices are effective immediately unless specified otherwise in the notice.

1.3 The Software

- 1.3.1 The Customer purchases a right to use the Software as it is made available online by Maventa or installed on the Customer's computers or computers controlled by the Customer. (Software installed on the Customer's computers may, however, contain online components and embedded online Software.) Upon purchasing a right of use, the Customer is granted access to and a right to use the Software as set forth in this TOS (please see 2. Right of Use).
- 1.3.2 Maventa will provide operational support free of charge, such as for login- or account problems or errors in the Software. Additional support, such as user training, may be purchased separately from Maventa or a Partner.
- 1.3.3 The Software is provided on an "as is" basis as standard software. The Software is not contingent on or tied to any particular version or functionality at any particular point in time, nor any publications, materials or comments made by or on behalf of Maventa. The Customer may access and Use online Software as it is provided at any given time. Where the Software is installed on the Customer's computers, the Customer is responsible for using a supported version of the Software- please see 3.3.1.
- 1.3.4 Maventa reserves the right to make improvements, add, change or remove functionality, or correct any errors or omissions in any part of the Software at its sole discretion and without any obligation or liability accruing therefrom. In the unlikely event such a modification disables or removes functionality which forms a material part of the Software permanently, or for a period of more than 2 months, the Customer is entitled to terminate its subscription for the affected Software, and to receive a pro-rated refund for any Fees paid in advance for the affected Software.
- 1.3.5 Maventa reserves the right to discontinue any Software, or its availability in a particular market, on 12 months prior notice. The Customer shall be entitled to a pro-rated refund for any Fees paid in advance for the period after the date of discontinuation for the relevant Software, shall cease using the Software after the date of discontinuation for the relevant Software, and shall not be entitled to make any further claims against Maventa.
- 1.3.6 Certain Software may be subject to additional terms or restrictions (such as limitation on storage space, number of transactions or vouchers) or require registration on websites (for example for the use of a payment service). This is specified in the Order Confirmation or within the Software.

Payment- and reporting services

- 1.3.7 In order to provide payment-services and functionality, Maventa uses certain invoice networks, including third party networks, such as the PEPPOL infrastructure, bank- and mobile payment suppliers and other document networks, as well as third parties for processing invoices and documents, for example for scanning paper invoices. (For an at all times up to date list of such third parties, please see <https://www.visma.com/trust-centre/transparency>.) The Customer hereby authorises Maventa to exchange the Customer's payment profile information, invoices and related business documents with such networks and providers as necessary to provide the Software.
- 1.3.8 If the Customer does not wish to be registered in the address registers of such networks, the Customer should notify Maventa. (Reservation may result in the Customer not being able to use the Software in whole or in part.)

2. Right of Use

2.1 Customer

- 2.1.1 The Customer is granted a limited, non-exclusive, revocable and terminable right to access and Use the Software, solely for the Customer's internal business operations and in accordance with the TOS.
- 2.1.2 For clarification and without limiting the generality of the foregoing, "internal business operations" means operations and activities related solely to the Customer's own business, such as its own accounting and payments, and shall under no circumstance be interpreted as allowing the Customer to operate as a service provider, accounting office or similar, or to use the Software in or for any entity in which the Customer owns or otherwise controls less than 50%
- 2.1.3 The right of use may not be transferred or assigned to any entity whatsoever, in whole or in part, under any circumstance (including but not restricted to mergers and demergers, bankruptcy, change of ownership or control or to affiliates) without prior written authorisation from Maventa in each case, which shall not unreasonably be withheld.
- 2.1.4 The Customer is solely responsible for all Use of the Software, including User actions and User administration, and access or integrations by third parties and Integrated Applications on its behalf or instruction. The Customer is solely responsible for the content and legality of the Customer Data, and shall not transfer or process harmful code, data or similar (such as viruses) to or with the Software, nor use the Software for unlawful or malicious purposes.
- 2.1.5 Users are administered by, and the responsibility of, the Customer. Users must have the necessary rights from the Customer to Use the Software. All User accounts are for single named individuals. For clarification, the Customer may assign User accounts to third party individuals performing actions on behalf of and for the benefit of the Customer, such as the Customer's accountant, auditor, consultant and similar.

2.2 API and Development Accounts

General

- 2.2.1 The Customer or the Partner is granted a limited, non-exclusive, revocable, non-transferable and terminable right to Use the Visma APIs to integrate non-Visma software applications with the Software (Integrated Application).

- 2.2.2 Maventa APIs are provided “as is” as described in 1.3.3. Maventa shall strive to inform about changes to API’s in advance according to 1.2.1, however, Maventa reserves the right to make modifications to or discontinue the Maventa APIs, 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 Maventa API (supported versions may vary from API and API and is described in the API Documentation).
- 2.2.3 Maventa reserves the right to charge Fees for any Visma API or Development Environment in the future, including making the right of use contingent upon payment of such Fees.
- 2.2.4 Maventa claims no ownership or control over the Customer’s or Partner’s or ISV’s applications or systems c.f. 1.1.1, except to the extent such applications or systems contain intellectual property from Maventa, c.f. 3.2.1 and 3.2.2.
- 2.2.5 Any unauthorised Use of an API and/or Development Account or Development Environment may result in immediate inactivation of the account, revocation of the right of use granted and may also result in termination c.f. Maventa’s Special Conditions.
- 2.2.6 The Customer may terminate the right of use for the API at any time by discontinuing use of the Maventa APIs.

Security

- 2.2.7 The Customer shall ensure that the Integrated Application and related systems, such as web servers and databases, are configured to provide appropriate security through organisational, technical and physical security measures, designed to ensure the confidentiality, integrity, availability and resilience of the application, Software and any Data
- 2.2.8 Any Breaches of security or Data, such as an intrusion or unauthorised access, or discovery of a vulnerability, shall be reported by the Customer without undue delay to responsible disclosure@visma.com, in accordance with the Responsible Disclosure Policy, available at www.visma.com/trust-centre/smb/operational/responsible-disclosure. If the communication is of a sensitive or confidential nature, the Customer may encrypt the report using Visma’s PGP-key, which is available from the same page.

Acceptable use of Maventa APIs

- 2.2.9 Any Use of Maventa APIs may not be in violation of any law or regulation or the individual rights of any person, such as privacy rights and intellectual property rights.
- 2.2.10 Any Integrated Application shall be of a complimentary or value-added nature to Maventa’s services and customers.
- 2.2.11 Maventa APIs may be used for commercial purposes, however:
- a) Direct access to or use of the Maventa API may not be provided, sublicensed, sold, transferred or otherwise made available to third parties (except users of the Integrated Application), nor circumvented.
 - b) Data may not be aggregated or syndicated from Maventa APIs for the purposes of selling, transferring or otherwise making such Data, in any form, available to parties other than users of the Integrated Application for the internal business purposes of such end users.

- 2.2.12 No advertising or other third-party content may be placed in Maventa's Software. Data or other content from Maventa's Software may not be used for advertising (including in particular profiling, in the Integrated Application or elsewhere).
- 2.2.13 The Customer or ISV shall not transfer or process harmful code, data or similar (such as viruses) to or with the Maventa API, nor use the Maventa API for unlawful or malicious purposes.
- 2.2.14 The Customer may not give the impression that it or its Use of the Maventa API is associated with, sponsored by or endorsed by Maventa, except after express prior approval from Maventa.

Development Accounts and Development Environments

- 2.2.15 The Partner or the Customer is granted a limited, non-exclusive, revocable, non-transferable and terminable right to Use Maventa's Development Environments and Maventa API to integrate, develop, test and support the ISVs or its customers Integrated Applications, or the Customer's Integrated Applications, or such software applications not yet integrated for the purpose of integrating it, with Software from Maventa. (Development Account).
- 2.2.16 Documentation, data and information regarding the use of the Maventa APIs (API Documentation) and Development Environments, is made available during the registration process, and updated according to 1.2.1. It is the Partner's or the Customer's responsibility to keep up to date with and abide by such documentation. Such documentation may vary from API to API and environment to environment.
- 2.2.17 In the event of conflict between any additional terms and conditions for a particular Development Environment and/ or API Documentation and the TOS, the additional terms and conditions shall supersede the TOS.
- 2.2.18 After registering for a Development Account, the Partner or the Customer will be provided with the necessary security keys, tokens or other credentials in order to access and use the Maventa Development Environments, the Maventa APIs, and to enable Maventa to authenticate and associate ISV's API-activity with the Integrated Applications and use thereof (API Credentials).
- 2.2.19 API Credentials, their confidentiality and all Use thereof, and all Use of Maventa's Development Environments, are the responsibility of the Partner or the Customer. API Credentials shall be kept confidential and may not be sublicensed, sold, transferred, or otherwise made available to third parties, nor circumvented.
- 2.2.20 Development environments may not be used as production environments, and shall solely be used for testing, development, and support of Integrated Applications. If the development environment supports test accounts, the test account must not interact with any non- test accounts.
- 2.2.21 The Partner or the Customer shall not transfer or process harmful code, data or similar (such as viruses) to or with the Development Environments, nor use the Development Environments for unlawful or malicious purposes.
- 2.2.22 Development Environments are provided "as is" as described in 1.3.3. Maventa will strive to inform about changes to development environments in advance according to 1.2.1, however, Maventa reserves the right to make modifications to, delete, restore, or discontinue any Development Environment or part thereof including data, and/ or support thereof, as well as placing limits and restrictions on e.g., data use, at its sole discretion at any time, and without any obligation or liability accruing therefrom.

- 2.2.23 The Partner or the Customer shall not obfuscate or hide any Maventa communications, sign-in functionality or authorisation flows from users, nor communicate with users in a manner that may be reasonably likely to confuse users as being a message from Maventa or Maventa personnel.
- 2.2.24 If the Integrated Application is used by others outside the Partner's or the Customer's organisation, the Partner or the Customer shall maintain an appropriate user agreement and privacy policy for the application, having regard to the Partner's and/or Customer's obligations according to the TOS.
- 2.2.25 Maventa APIs and the API Credentials, may not be used to assist or enable governmental authorities to gain access to Data in a manner that would constitute breach of Maventa's general obligations of confidentiality for its customers Data or obligations as a Data Processor, such as by avoiding serving the legal process directly to Maventa.

3. Supporting terms

3.1 Confidentiality

- 3.1.1 Each Party may in connection with this agreement disclose or obtain Confidential Information from the other Party, in any form or media, including but not limited to trade secrets and other information related to the Software, products, software, technology, know-how, data, business plans and roadmaps, Customer Data, or other information that should reasonably be understood to be proprietary, confidential or competitively sensitive ("**Confidential Information**".) The Parties shall hold all Confidential Information in confidence and take reasonable measures, at least as protective as those taken to protect its own confidential information but in no event less than reasonable care, to protect the other Party's Confidential Information, and not disclose it to any third party, unless specifically authorised by the other Party to do so, or if required to do so under mandatory provisions of law. All right, title and interest in and to Confidential Information are and shall remain the sole and exclusive property of the disclosing Party.
- 3.1.2 Confidential Information does not include a) information the recipient can demonstrate was in the recipient's possession or knowledge prior to entering into the TOS, and which the recipient lawfully acquired; b) is or becomes publicly available through no fault, action, omission or intervention of the recipient; c) is received by the recipient from a third party without a duty of confidentiality (express or implied); or d) is independently developed by the recipient without breach of the TOS.
- 3.1.3 Except as otherwise provided herein, Maventa will not sell, rent, lease or otherwise make Customer Data or Usage Data available to third parties except in the following or similar situations:
- to comply with any law, regulation or directive, or to respond to a legally binding request by governmental authorities or the police, such as a court order or warrant;
 - to investigate or prevent serious security threats or fraud;
 - In the event of a reorganisation, merger, sale or purchase of Maventa or part or whole of the Visma group, Confidential Information may be disclosed as part of the reorganisation or merger to other companies in the Visma group, or to actual or prospective purchasers. Visma will in all such cases ensure that any such parties observe the obligations set forth herein by a confidentiality agreement.

3.1.4 Maventa may disclose Confidential Information to other companies in the Visma group, Partners or subcontractors to the extent necessary to provide the Software and fulfil its obligations under the TOS.

3.2 Intellectual Property Rights

3.2.1 Maventa (or its licensors where applicable) is the sole owner of the Software and related intellectual property rights (IPR) in and to the Software, including but not limited to source code, binary code, compilation of data, databases and designs, whether registered or not, all documentation, specification and associated materials, and any IPR that arise out of or in connection with Visma's processing of Usage Data. The Software and IPR are protected by copyright and other laws and treaties. Trademarks, product names, company names or logos mentioned in the Software or in connection with the Software are the property of their respective owners.

3.2.2 Where software or other IPR from a third party is provided by Maventa as part of or in connection with the Software ("Third Party Components"), such software or IPR is covered by the TOS unless separate terms are supplied by Maventa. If there is conflict between the licensing terms of a Third-Party Component and the TOS, the licensing terms of the Third-Party Component shall prevail for the Third-Party Component. If the Third-Party Component is open source, then under no circumstance shall the Software- except for the Third-Party Component- be deemed to be open source or publicly available software. Where a Third-Party Component requires that Maventa provide the terms of license and/ or source code for a Third-Party Component, this is available from the "About box" in the Software or Software Documentation.

- In the event of infringement of IPR, Maventa or its licensors may take all reasonable steps to protect its proprietary and commercial interests, including any remedy available by law.
- The Customer (or its Clients, as applicable) is the sole owner of the Customer Data, including any IPR in and to the Customer Data, and/ or any Integrated Applications.

3.3 Warranty

3.3.1 Maventa shall use commercially reasonable efforts to ensure that the Software will perform substantially as described in the Software Documentation during the Subscription Period, provided it is properly configured (including the Customer's choice of browser) and updated to a supported version. Supported versions may differ from Software to Software and are available from the Software Documentation. The Customer and Maventa agree that the Software and delivery thereof will not be completely free of errors and that improving the Software is a continuous process.

3.3.2 Maventa does not warrant that the Software will meet the Customer's requirements, operate correctly with the Customer's choice of equipment, systems or settings, setup, configuration, modifications, customisations, plugins, or integrations not performed or controlled by Maventa, or if delivered over the internet, be uninterrupted. Maventa is not responsible for the internet, internet service providers nor the customer's internet connection.

3.3.3 If the Software does not function in accordance with the limited warranty specified in this section 3.3, Maventa shall correct confirmed errors or defects in the Software at its own expense. "Confirmed errors or defects" means errors or defects that are reproducible by Maventa and/ or

confirmed through Maventa's support channels, and which occur during the Subscription Period. Maventa may choose to replace the Software or functionality instead of performing a correction.

- 3.3.4 If the confirmed error or defect is of a material nature, meaning that the Customer's ability to use the Software is significantly reduced, and Maventa does not correct confirmed errors or defects or replace the Software within a reasonable period of time c.f. 3.3.3, the Customer may terminate the right of use for the affected Software. In such a case, the Customer has the right to a pro-rated refund for any Fees for the remaining Subscription Period for the affected Software, starting from the month following verification by Maventa of the errors or defects.
- 3.3.5 Except as expressly set forth herein, the Customer shall not be entitled to make any claims against Maventa.
- 3.3.6 Except as expressly set forth herein, neither Maventa nor its licensors offer any warranty, express or implied, including without limitation warranties of title, non-infringement, merchantability, fitness for a particular purpose or system integration capability. No claims other than those specifically set forth herein can be made with respect to the Software, and the Customer shall not base any claims on terms not expressly set forth in the TOS.
- 3.3.7 Links to websites not owned or controlled by Maventa that appear in the Software or associated webpages or documentation are provided for convenience only. Maventa is not responsible for such websites.

3.4 Liability

- 3.4.1 Maventa is not responsible or liable for the Customer Data, including its content, ownership and legitimacy, nor for Use or other activities performed upon the Customer Data by the Customer or on behalf of the Customer, or otherwise outside the control of Maventa.
- 3.4.2 If Maventa is held responsible for the payment of compensation through a court-approved settlement or court-ruling c.f. 3.6.2 to the Customer as a result of breach of any of the obligations specified in the TOS, such compensation shall not under any circumstances include compensation for indirect or consequential losses or damages of any kind that arise as a result of or in connection with such a breach, including but not limited to any loss of Customer Data, production, revenue or profit or third party claims or governmental sanctions, even in the event Maventa has been advised as to the possibility of such damages. Maventa's liability under the TOS is limited to direct damages, except as provided otherwise by mandatory provisions of law, such as damages caused by gross negligence or wilful misconduct.
- 3.4.3 Total, accumulated liability (including any refunds and compensations for direct losses and costs) during the Subscription Period for the Software shall in total not exceed an amount equalling three (3) months' Fees for the affected Software.
- 3.4.4 Neither Maventa nor the Customer shall be liable for any delay or failure in performance arising out of or in connection with force majeure, including earthquake, riot, labour dispute, operations and legislation of and pertaining to the internet, and other events similarly outside the control of Maventa or the Customer. In the event of legislation, directives or regulations pertaining to the Software or its delivery being changed, or new legislation or directives being passed after the Software have been made available in the market, which prevents Maventa from fulfilling the

instructions of the Customer or obligations under the TOS, and/ or which requires the suspension of the Software, in whole or in part, for a time limited period or indefinitely, this shall be considered a force majeure event.

- 3.4.5 Although Maventa will exercise due care in providing secure transmission of information between the Customer and the Software, the Customer acknowledges that the internet is an open system and that Maventa cannot and does not warrant or guarantee that third parties cannot or will not intercept or modify the Data. Maventa accepts no liability for such misuse, disclosure, or Data loss.

3.5 Indemnification

- 3.5.1 Maventa shall defend the Customer against any claim or litigation where a third-party claim that the Customer's use of the Software under the TOS infringes the third party's patent, copyright or other intellectual property right. The Customer shall immediately notify Maventa of any such claim. Maventa shall indemnify the Customer for any damages awarded to the third party for infringement under a court- approved settlement or court ruling, including lawyer fees, provided that the Customer cooperates with Maventa at Maventa's expense, and gives Maventa full control of the legal process and settlement. Maventa may at its discretion (i) modify the Software so that it no longer is in conflict, (ii) replace the Software with functionally equivalent software, (iii) obtain a license for the Customer's continued use of the Software or (iv) terminate the Customer's right of use for the Software against a refund of any Fees paid in advance for Subscription Periods that exceed the date of termination. The Customer may not make any other claims due to infringement of a third party's right.
- 3.5.2 The foregoing indemnity shall not apply if the Software has been used in breach of the TOS, including if the claim arises out of any use, modification, integration or customisation of the Software not carried out by Maventa.
- 3.5.3 The Customer shall defend Maventa against any claim or litigation where a third-party claim that the Customer's Data or use of the Software in breach of the TOS, is in conflict or infringement with the third party's patent, copyright or other intellectual property rights, or is in breach or violation of applicable law. Maventa shall immediately notify the Customer of any such claim. The Customer shall indemnify Maventa for any damages imposed under a court-approved settlement or court ruling, including lawyer fees, provided that Maventa cooperates with the Customer at the Customer's expense and gives the Customer full control of the legal process and settlement. The Customer shall also indemnify Maventa from all claims, fines, sanctions etc. resulting from the Customer's breach of the Customer's obligations regarding processing of Personal Data.

3.6 Governing law and dispute resolution

- 3.6.1 The Customer is contracting with the Visma-company from which the right of use for Software was Ordered, as evident from the Order Confirmation and invoice.
- 3.6.2 The rights and obligations of the Parties shall be governed in their entirety by the national law applicable to Maventa with which the Customer has entered into this agreement, excluding conflict of law regulations. If a dispute arises out of or in connection with the TOS or use of the Software, the Parties shall attempt to resolve the dispute through amicable negotiations. If the dispute

cannot be resolved in this way, it shall be referred to the ordinary courts of law at the registered business address of Maventa as the exclusive venue.

- 3.6.3 The Parties agree not to bring any claims arising out of or in connection with the TOS when more than one year has passed after its termination.
- 3.6.4 In cases of doubt over interpretation between the TOS in English and the TOS in any other language, English shall take precedence.

3. Data Processing Appendix for Businesses

This Appendix is an integral part of the terms of Maventa's Service Conditions and regulates the Personal Data processing relating thereto as follows:

Processing of Personal Data and Data Security

The Parties undertake to comply with applicable personal data protection legislation, such as the General Data Protection Regulation (GDPR) in the EU in their own activities.

For the Customer and every User, Maventa shall register the details they report upon registration, the placement of an order, or use of the Service. Maventa shall also collect information on the use of the Service and contacts between Maventa and the Customer. Some of these items of information comprise personal data. Maventa's processing as a data controller is described in detail in Maventa's data security and privacy policy which can be found at <https://www.visma.com/trust-centre/>

Definitions

The definition of Personal Data, Special Categories of Personal Data (e.g., Sensitive Personal Data), Processing of Personal Data, Data Subject, a Controller and a Processor is equivalent to how the terms are used and interpreted in applicable data privacy legislation, including the General Data Protection Regulation (GDPR) applicable for this Agreement and Europe from 25 May 2018.

The Customer shall act as the Controller with respect to the data stored in the Maventa Service. Maventa acts as the Processor and complies with the Visma Group's Data Protection Guidelines which is available at <https://www.visma.com/privacy-statement/international/> and shall be applied to all companies within Visma Group.

The Scope

This Appendix regulates the Processing of Personal Data by Maventa on behalf of the Controller and outlines how Maventa shall contribute to ensure privacy on behalf of the Controller and registered Data Subjects, through technical and organisational measures. However, this does not transfer any legal obligations of the Controller to Maventa.

The purpose of processing Personal Data by Maventa on behalf of the Controller is to comply with the Maventa' Service Conditions and this Appendix.

In cases of conflict, this Appendix has priority over any conflicting provisions regarding the Processing of Personal Data in the Service Conditions or any other agreements between the Parties. This Appendix shall be valid until any agreement containing Processing of Personal Data is valid between the Parties.

Maventa's Obligations

Maventa shall only Process Personal Data on behalf of and in accordance with the Controller's documented instructions. By approving this Appendix, the Controller shall instruct Maventa to process Personal Data in the following manner:

- i) only in accordance with applicable law;
- ii) to comply with any obligations under the Service Conditions;
- iii) in the manner specifically determined by the Controller in connection with the normal use of the Maventa's services and;
- iv) as specified in this Appendix.

Maventa shall notify the Controller when receiving information about any instructions or other processing measures of the Controller which, in the Maventa's opinion, violate the applicable data protection regulations.

The categories of Data Subjects and Personal Data subject to be processed in accordance with this Appendix are listed in Section A below.

Maventa shall assist the Controller by appropriate technical and organisational measures, considering, where possible, the nature of the processing and the data available to Maventa, to fulfil the Controller's obligation to respond to requests by the Data subjects under Section 3 of the GDPR and to ensure privacy as required by Articles 32-36 of the GDPR.

If the Controller requests information or assistance on security measures, documentation or other information related to the Maventa's processing of Personal Data, and the content of the requests deviates from the standard information or assistance provided by Maventa under the applicable data protection regulations and results in additional work for Maventa, Maventa may charge the Controller for additional services.

Maventa shall ensure that the persons entitled to Process Personal Data are bound by an obligation of professional secrecy or are subject to an appropriate legal obligation of professional secrecy.

Maventa shall, without undue delay, notify the Controller of data breaches so that the Controller can fulfil its statutory obligation to report data security breaches to the Data Protection Authorities and the Data Subjects.

In addition, Maventa shall notify the Controller of the following matters to the extent appropriate and lawful:

- i) Requests by the Data Subject for access to Personal Data,
- ii) requests for access to Personal Data by public authorities, such as the police

Maventa will not respond directly to the Data Subjects' requests unless the Controller has authorised Maventa to do so. Maventa shall not grant access to Personal Data processed under this Appendix to authorities, such as the police, other than in accordance with the law, such as a court decision or other similar order.

Maventa does not manage and is not responsible for the way in which the Controller uses the API or similar to integrate a third-party software to the Maventa's service. The Controller is fully responsible for these integrations.

Controller's Obligations

By approving this Appendix, the Controller shall confirm the following:

- This Appendix meets the requirements of the Data Protection Law of the Controller's country of establishment regarding the Controller's written agreement on the Processing of Personal Data.
- The Controller shall process Personal Data in accordance with the applicable data protection regulations when using the services provided by Maventa in accordance with the Service Conditions.
- The Controller has a statutory right to process and transfer the Personal Data in question to Maventa (including subcontractors used by Maventa).
- The Controller is solely responsible for the accuracy, integrity, content, reliability and legality of the Personal Data provided to Maventa.
- The Controller has fulfilled its duties to provide relevant information to Data Subjects and authorities regarding processing of Personal Data according to mandatory data protection legislation.
- The Controller has approved that the technical and organisational security measures presented by Maventa in this Appendix to protect the privacy of Data Subjects and the adequate protection of Personal Data are sufficient.
- The Controller shall use the Services provided by Maventa in accordance with the Service Conditions and shall not provide Maventa with Sensitive Personal Data except as expressly set forth in the Section A of this Appendix.
- The Controller shall maintain an up-to-date register of the types and categories of Personal Data that it Processes that differ from the types and categories of Personal Data that are Processed in accordance with the Section A of this Appendix.

Usage Data

Usage Data is certain data that is generated by usage of the software that Maventa may use to protect data and the software, provide, market, develop and maintain the software and related products and services as specified below. The Customer hereby grants Maventa a right to use any Usage Data that may be owned by the Customer as specified below

Usage Data is:

- Technical information and traffic data, such as the type of operating system, browser type, keyboard language and IP address;
- Aggregated customer- or user- generated data such as session durations, number of sent invoices, accounting years created, password resets, and similar;
- Non-aggregated customer- or user- generated data such as the context and content of support tickets, chat boxes, security logs, and similar, and;
- Limited production data, such as images, files or databases from Customer Data in certain circumstances.

Maventa may also use relevant information from public or commercially available sources and combine such information with Usage Data, such as to provide lookup-functionality against business registers.

Personal Data: Where Usage Data contains Personal Data, such as an email or IP-address, or information about the Customer, such as customer name or organisation number, Maventa is the Data Controller based on legitimate interest, and shall implement technical and organisational security measures to achieve a level of security appropriate to the risk represented by the processing.

Maventa renders such data anonymous through certain technical processes before processing it for the below purposes, so that the data is no longer Personal Data and the Customer (or other entities, e.g. customer of customer) can no longer be identified.

Where anonymisation is not possible due to technical limitations, such that there is a significant risk of re-identification, or not feasible with regards to the purpose of processing, Maventa shall implement additional appropriate security measures.

Usage Data is not used for any purpose that by law would require consent from the individual Data Subject.

The Customer and/or Data Subject has the right to extensive information about to this data and how Maventa processes it, including the right to object to such processing:

For more information about how Maventa processes Usage Data, please see:

www.visma.com/trust-centre/smb/transparency/usage-data

Limited production data is limited in each case in terms of scope, access and time, and subject to appropriate security measures.

Limited production data is only used for the following purposes:

- Service and user experience improvement
- Development and testing
- Statistics and research

For example, Maventa may use anonymised payment records from a certain market segment to develop or improve automated functionality, such as predictive fields or accounting automation, or use non-anonymised scanned invoice image files to develop or improve optical character recognition algorithms to better recognise particular invoice formats or languages.

Please see www.visma.com/trust-centre/smb/transparency/privacy-and-security/examples for additional examples and explanations of how Visma uses data in order to further improve and develop services and functionality.

Maventa processes Usage Data solely for the following purposes:

- 1) Software and user experience improvement, for example by analysing aggregate usage patterns, enabling individual user preferences or as outlined for limited production data above.
- 2) Marketing and displaying relevant information, for example for complimentary or value adding software, for not providing marketing for software the Customer has already subscribed to and providing relevant market updates or information.
- 3) Security and related purposes, for example by analysing session and login data (including in real-time), incident records and similar in order to prevent, investigate and document security issues and incidents (such as Breach, fraud and various forms of hacking), and improve the security of the software.
- 4) Statistics and research, for example with regards to the amount of invoices going through our systems, including using aggregated and anonymous statistics in general marketing, and as value-adding software or services, such as in-app market statistics relevant for the Customer.
- 5) Compliance. Maventa may use and analyse Usage Data for compliance purposes against the Service Conditions, for example logging when a Customer accepts the Service Conditions.
- 6) Development and testing, for example by analysing aggregate usage patterns, providing data for developing new technologies (such as outlined for limited production data above), improving user experience, load testing new or updated Software, or technology feasibility.

Maventa may share Usage Data with other companies in the Visma group of companies and Partners, subject to the same terms and limitations as set forth herein.

Subcontractors and Transfer of Personal Data

Maventa has the right to transfer Personal Data for the purpose of carrying out the service within the European Union, the European Economic Area, or other countries identified by the European Commission as guaranteeing an adequate level of data protection.

In order to implement the service, Maventa also has the right to transfer Personal Data outside the European Union or the European Economic Area, in accordance with the data protection legislation. At any time, the Controller has the right to receive information on the location of the processing of Personal Data from Maventa <https://privacy.vismasolutions.com> or <https://www.visma.com/trust-centre/product-search/>. If Personal Data is processed outside the European Union or the European Economic Area, each Party shall contribute to ensuring compliance with data protection law with regard to the Processing of Personal Data.

Maventa may use subcontractors to provide services to the Controller in accordance with the Service Conditions and this Appendix. Such subcontractors may be other Visma Group companies or external subcontractors located inside or outside the EU. Maventa shall ensure that subcontractors undertake to comply with obligations equivalent to those set out in this Appendix. The Visma Group's data protection guidelines apply to all use of subcontractors.

Section B of this Appendix lists the current subcontractors of Maventa who have access to Personal Data. The Controller may also, at any time, request a full overview and more detailed information on the subcontractors involved in the Service Conditions. This review may be submitted to the Controller via a website dedicated to the data protection of Maventa.

Maventa has the right to change subcontractors during the term of the Service Conditions. Maventa shall notify the Controller in advance of any changes in the subcontractors processing Personal Data. The Controller shall have the right to object to such changes for a justified reason. The Controller shall notify the objection without undue delay after receiving information from Maventa. If the Controller does not accept the change or addition of a subcontractor, Maventa shall have the right to terminate the service agreement with 30 days' notice.

By accepting this Appendix, the Controller agrees to the use of the Maventa's subcontractors as described above.

Security

Maventa is committed to providing high quality products and services with regards to safety. Maventa shall ensure appropriate security through organisational, technical and physical security measures equivalent to those under Article 32 of the GDPR, taking into account state-of-the-art technology and implementation costs in relation to the processing risks and the nature of the Personal Data to be protected.

The Parties shall separately agree on the measures or other data security procedures that Maventa shall implement with regard to the Processing of Personal Data. The Controller shall be responsible for the appropriate and adequate security of the necessary equipment and the IT operating environment under his responsibility.

Audit Rights

The Controller may audit Maventa's compliance with this Appendix no more than once a year. The Controller may request more frequent audits if required by the legislation applicable to the Controller. When requesting an audit, the Controller shall submit to Maventa a detailed audit plan indicating the planned scope, duration and start date of the audit, at least four (4) weeks before the planned start date of the audit. If the audit is carried out by a third party, this must be agreed between the two parties. If the processing of data takes place in an environment used by Maventa's other clients or other third parties, Maventa may require that, for security reasons, the audit is performed by a neutral third party chosen by Maventa.

If the content of the requested audit has been addressed in an ISAE, ISO or similar report prepared by a third auditor during the previous 12 months, and Maventa confirms that no material changes have occurred in the audited activities, the Controller undertakes to accept the results of the report and does not require a re-audit for the activities included in the report.

In any case, the audits shall be carried out during normal business hours in Maventa's location in accordance with Maventa's own practices and shall not unduly interfere with Maventa's business operations.

The Controller shall be responsible for all costs of the audits it requests. Maventa has the right to charge the Controller for assistance provided in compliance with the applicable data protection regulations that exceeds the service provided by Maventa and/or the Visma Group to the Controller in accordance with the Appendix or Service Conditions.

Duration and Termination

is Appendix shall be valid as long as Maventa processes Personal Data on behalf of the Controller in accordance with the Service Conditions.

This Appendix shall terminate automatically upon termination of the Service Conditions. Upon the expiration of this Appendix, Maventa shall delete or return the Personal Data processed on behalf of the Controller in accordance with the terms of the Service Conditions. Unless otherwise agreed in writing, the costs of this shall be calculated based on:

- i) the hourly rate of the Processor and the number of hours spent on this work and
- ii) the complexity of the action required.

Maventa may retain Personal Data after the termination of the Service Conditions to the extent required by law and subject to the corresponding technical and organisational security measures set out in this Appendix.

Changes and Additions

The terms of the Maventa's Service Conditions shall be applied to the amendments of this Appendix.

If any terms of this Appendix are held to be invalid, this will not affect the validity of the other terms of this Appendix. The Parties shall replace the invalid term with a legal term, the purpose of which corresponds to the invalid term.

Liability

For the sake of clarity, each Party shall be responsible for any damages and administrative sanctions imposed directly to the Data Subject by the Data Protection Authorities and the Court in accordance with data protection regulations. The liability clauses of the Maventa's Service Conditions shall apply to liability between the Parties.

Governing law and Jurisdiction

This Agreement shall be governed by the laws and jurisdiction specified in the Maventa's Service Conditions.

A. Categories of Data Subjects and Types of Personal Data Processed

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

- a. Categories of Data Subjects
 - i. Customer's end users
 - ii. Customer's employees
 - iii. Customer's contact persons
 - iv. Customer's data
- b. Categories of Personal Data
 - i. Contact information
 - ii. User log information 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 Sub processor shall process Sensitive Personal Data as indicated below on behalf of the Processor as part of the Services Agreement. In order for the Sub processor to process such data on behalf of the Processor, the types of Sensitive Personal Data in question must be specified below by the Processor.

The Processor is also responsible for informing the Sub processor of, and specifying below, any additional types of sensitive Personal Data according to applicable privacy legislation.

The Sub processor shall on behalf of the Processor, process information regarding:	Yes	No
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

B - Overview current subcontractors

Current subcontractors of Maventa with access to the Controller's Personal Data upon signing this Agreement are listed below (updated 27.1.2022). In the future, an up-to-date list can be found at:

<https://vismasolutions.com/tietosuoja/henkilotietojen-kaasittely-maventassa>

or

<https://www.visma.com/trust-centre/product-search/>

Legal Name	Purpose	Data Processing Location	Categories of Data
AWS Europe	Platform Provider	EU/EEA	Customer Data Personal Data Sensitive Personal Data
Azets AS - CogiDocs	Scan Provider	EU/EEA	Customer Data Personal Data
Edigard AS	Print Provider	EU/EEA	Customer Data Personal Data
Freshdesk	Customer service	EU/EEA	Customer Data Personal Data
PostEx BV	Print Provider	EU/EEA	Customer Data Personal Data
Strålfors Oy	Print Provider	EU/EEA	Customer Data Personal Data
Visma Connect - AWS	Authentication Provider	EU/EEA	Customer Data Personal Data
Visma CTO - SmartScan	Scan Provider	EU/EEA	Customer Data
Visma IT & Communications	Root access as Hosting ENV owner	EU/EEA	Customer Data Personal Data Sensitive Personal Data

<p>Visma Support teams in different Visma companies have access to customer information that belongs to their unit only. All Business Units selling the product have support access.</p>	<p>Support</p>	<p>EU/EEA</p>	<p>Customer Data Personal Data</p>
<p>Sendgrid</p>	<p>Email + SMS Sending</p>	<p>USA (EU standard contractual clauses)</p>	<p>Customer Data Personal Data</p>