

# Maventa Partner Agreement – E-invoicing

# 1. The Scope of the Agreement

Parties to this Partner Agreement are Visma Solutions Oy, Business ID 1967543-8 (further "**Maventa**") and Maventa Partner ("**Partner**").

The Parties shall commit to use the service described in section 3 according to these terms and conditions, the law and good practice.

## 2. Definitions

In these terms and conditions, the following terms have the meanings defined below:

- **Partner** is 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** means a natural person who uses the Service.
- **End Client** is a Partner's client to whom the Partner resells the right to use the Service under this Agreement as part of its own service package.
- **The Service** is the service defined in section 3.
- **The Agreement** means this Partner Agreement and its appendices.
- **The Network operator** (Maventa) offers a display and browsing service for e-invoices as well as API for software companies for sending and receiving invoices.

## 3. Service Description

The Service consists of an invoice forwarding service with the following functions depending on which of them have been enabled: sending and receiving e-invoices, sending email invoices, service for printing, enveloping and sending paper invoices and scanning service. In addition, Maventa offers additional services to End Clients and Partners that can be separately activated in the Service. Data and materials are transferred between Maventa's and Partner's software using Maventa's API documentation and web service interface. 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 Partner has read Maventa's Service Description before signing the Partner Agreement.

## 4. Rights and Responsibilities

Maventa provides the Service in accordance with the Agreement and Service description to Partners and End Clients.

Maventa is responsible for ensuring that the Service is provided in accordance with the Agreement, carefully, and with the professional expertise required by the provision of the Service. Maventa has the right to provide the Service as it sees fit, and to develop and change the content of the Service. Maventa has the right to temporarily suspend the provision of the Service, for a reasonable time, if this is necessary for

implementing changes to the Service, and such measures cannot be implemented, at reasonable costs, without suspending the provision of the Service. Maventa shall inform the Partner, well in advance, of any suspension of the Service referred to in this section, and of the duration of such a suspension.

Maventa has the right to change the content of the Service without reporting this, in advance, if this is necessary due to, for example, amendments to legislation or for data security-related or other similar reasons. In such a case, the aim is to report the amendments made, afterwards, as quickly as possible. The duty to report shall not apply to other changes such as technical changes and software updates. Maventa is not obliged to reimburse the Partner or End Client for any possible damage incurred for a temporary suspension of the Service or for changes concerning the content of the Service, or to reduce or eliminate any Service Charges.

Without hearing the Partner and/or End Client, Maventa has the right to prevent access to the Service with the Partner's or End Client's username if there is good reason for Maventa to suspect that the Service is being overloaded or used, with the username, against the terms of the Agreement, or in a manner which risks the provision of the Service.

Maventa grants the partner non-exclusive and limited right to resell the Service to End Clients. Maventa shall provide the Partner with the necessary instructions and information, such as Maventa's Service Conditions and Service Description which the Partner must follow when selling the Service to the End Clients. The Partner's responsibility is to enter into an agreement regarding the resale of the Service with the End Client taking into consideration Maventa's instructions and information. The Partner shall be responsible for not entering into any obligations with the End Client that do not comply with Maventa's instructions and the operation and delivery method of the Service. This agreement shall not limit Maventa's rights to sell the Service independently directly to the End Clients. The End Client shall not have the right to resell the Service.

Maventa uses and utilises the data collected or created from the use of the Service to improve the Service and to develop other products. The User Data may be information compiled from the End client's data or other information related to the use of the Service from which the End client cannot be identified ("**User Data**"). If personal data is associated with the User Data and anonymisation is not possible due to technical or practical reasons, Maventa will be the data controller for such personal data, taking care, among other things, to create adequate technical and organisational security measures.

Maventa shall register the information of the End Client and each User that they themselves provide when registering, placing an order or using the Service. In addition, Maventa shall collect data concerning the use of the Service and the communication between Maventa and the End client. Part of the collected data includes personal data. Personal data is processed in accordance with the Data Processing Appendix. The Partner shall be responsible for agreeing with the End client about the use of User Data as defined in this agreement and Data Processing Appendix.

The Partner shall have the right to use the Service in accordance with this Agreement, the law and good practice. The Partner is responsible for ensuring that the Partner's tasks and responsibilities are conducted carefully, and according to the Agreement. The Partner shall be responsible for ensuring that each End Client using the Service under this Agreement has accepted Maventa's Terms of Service before using the Service and complies with the while using the Service. The Partner shall be responsible for the content of information and instructions given to Maventa. If the information affecting the pricing of the Service provided by the Partner is found to be incorrect, Maventa shall be entitled to recover the Partner the charges based on the correct information retroactively. Maventa is under no obligation to refund any service charges charged on the basis of insufficient or outdated details submitted by the Partner. The Partner must prevent unauthorised access to the Service and its unauthorised use. The Partner is responsible for the data communications and other similar costs connected to the use of the Service. The

Partner is responsible for the data security of its own information system and communications network. The Partner is responsible for the content, accuracy and legality of the data saved in the Service. The Partner is responsible for the accuracy of the files and other information processed on the Service. The Partner is a processor referred to in the Personal Data Act and Maventa is a sub-processor. The Partner is responsible for the material stored on the Service and for ensuring that the material does not violate the rights of third parties or the legislation in force at any given time.

## 5. Price and invoicing

Maventa is entitled to charge the Partner of the Service based on the price list valid at the time. Maventa's Partner may act as a reseller who enters into an agreement with the End Client for the use of the Service and invoices the End Client on behalf of Maventa. The Partner may charge prices for the use of Service that differ from Maventa's price list by agreeing this with the End Client.

Maventa has the right to change the pricing, pricing model 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 Partner by sending the amended 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.

Maventa is entitled to charge the Partner for the transactions on the Service made using the Partner's API key. Volume discounts (when available) are calculated based on the total volumes of the Partner and/or End Clients made using the Partner's API key.

All invoices shall be sent as e-invoices and delivered to the Partner to the invoicing address reported by the Partner. Maventa has the right to collect a surcharge according to the price list for any invoices delivered in paper format.

The Service Charges shall be remitted based on an invoice. The term of payment is 14 days net, and any remarks on the invoice must be presented within eight days of the invoice date. If the Partner fails to pay the fees or the payment is late, Maventa reserves the right to suspend the Partner's right to use the Software or limit the Partner'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 Partner's user right to the Software.

## 6. Intellectual Property Rights

Title, copyright, and all other intangible rights to the Services as well as their results, the products, changes, versions, enhancements, and redistributions are the sole property of Maventa and/or third parties, including, but not limited to, source and other codes, instructions for use, documents, training material, and all other materials related to the Services. However, The Partner has the right to use the Service and products in its own operations for its own benefit.

Maventa is responsible for ensuring that the Service provided by Maventa does not violate any valid intellectual property rights of third parties. Maventa is not liable to the Partner for any violations of the intellectual property rights of third parties arising from the Service being used for a purpose for which it was not designed or accepted, or for the Service being used in violation of the Agreement or valid legislation.

Nor will Maventa be responsible for any claim that

- i. is based on a demand made by a company that has control over the Partner or over which the partner has control, or which is, together with the Partner, under the control of the same exercising party,
- ii. is due to a change made by the Partner to the Services or compliance with the instructions provided by the Partner.

The Partner is obliged to inform Maventa, without delay, if a third-party claims that the Service violates its intellectual property rights.

If Maventa finds that the Service or any part thereof infringes upon the aforementioned third-party right, Maventa has the right, at its own expense, to:

- i. acquire for the Partner the right to continue using the Service;
- ii. exchange the Service or a part thereof; or
- iii. change the Service, such that the infringement ceases.

If none of the alternatives listed above is viable for Maventa on reasonable terms, the Partner must stop using the Service or part thereof at Maventa's request.

## 7. Limitation of liability

The maximum amount of the total liability based on the Maventa Agreement in all circumstances shall not exceed the tax-free service charges of the three (3) months preceding the breach

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 does not apply to damage caused intentionally or through gross negligence.

Maventa shall not be liable for any direct or indirect damages caused by incorrect use of the Service, possible data breach not dependable of Maventa or other unintentional or intentional misuse of the Service, system error or other cause.

Maventa shall not be liable for any direct or indirect damage caused to Partner's End Client.

## 8. Validity and termination of the Agreement

This Agreement shall enter into effect when the Partner has signed the Agreement and/or begins to use the Service. The Agreements shall remain in force until further notice.

Unless otherwise agreed upon in writing each Party has the right to terminate the Agreement with one month (1) period of notice by informing the other Party in writing or via email (sales@maventa.com). The

period of notice is calculated from the last day of the calendar month during which the termination was performed. The termination shall not relieve the Parties of their obligations under the Agreement.

Visma may close the Service or cancel the Agreement with immediate effect if the Partner materially violates the terms of this agreement, files for bankruptcy or becomes permanently insolvent. Additionally, Maventa shall terminate the Agreement with immediate effect if Maventa has reasonable grounds to suspect that the Partner or the End Client is using the Service for criminal or misleading purposes. The Service will be billed at the end of the notice period.

The Partner's right to resell the Services shall terminate immediately upon the termination of this Agreement, unless expressly agreed otherwise. Thereby, upon termination of this Agreement, the agreements between the Partner and End Clients regarding the use of the Service shall terminate at the latest. The agreement between End Client and Maventa shall not terminate automatically upon termination of this Agreement. The End Client must terminate the Maventa Service separately. The agreement between Maventa and End Client will be automatically terminated by Maventa if the End Client has not used the Maventa Service for twelve (12) months. The End Client shall have the right to be transferred to another partner or as Maventa's direct customer upon request during the validity of the Agreement or upon termination of the Agreement. If the End Client requests such transfer directly from the Partner, the Partner shall be obliged to notify Maventa immediately upon receiving such request after which the transfer shall take place as soon as possible.

## 9. Amendments to the Agreement

Visma has the right to update and amend these terms of agreement unilaterally by reporting any amendments via 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.

## 10. Interpretation of the Agreement

This Agreement consists of the following documents:

- This Agreement
- Appendix 1: Maventa's Special Conditions
- Appendix 2: Maventa's General Conditions
- Appendix 3: Data Processing Appendix
- Appendix 4: [Service Description](#)

In case of conflict, the order of application of the documents is as follows:

1. This Agreement
2. Data Processing Appendix (Appendix 3)
3. Maventa's Special Conditions (Appendix 1)
4. Maventa's General Terms (Appendix 2)
5. [Service Description](#) (Appendix 4)