

3. Data Processing Appendix for Maventa Partners

This Appendix is an integral part of the terms of Maventa Partner Agreement 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 Client 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 Client. 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/>

When Maventa processes Personal Data on behalf of the Partner, the terms of this document apply exclusively to the processing.

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 Partner's End Customer shall act as a Controller with respect to the data stored by the End Customer in the Maventa Service. The Partner act as the Processor of Personal Data on behalf of the Controller and Maventa act as the Second 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 Partner and outlines how Maventa shall contribute to ensure privacy on behalf of the Partner and registered Data Subjects, through technical and organisational measures. However, this does not transfer any legal obligations of the Partner to Maventa.

The purpose of processing Personal Data by Maventa on behalf of the Partner is to comply with the Partner Agreement and this Appendix.

In cases of conflict, this Appendix has priority over any conflicting provisions regarding the Processing of Personal Data in the Partner Agreement or any other agreements between the Parties. This Appendix shall be valid until any Partner 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 Partner's documented instructions. By approving this Appendix, the Partner 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 Partner Agreement;
- iii) in the manner specifically determined by the Partner in connection with the normal use of the Maventa's services and;
- iv) as specified in this Appendix.

Maventa shall notify the Partner when receiving information about any instructions or other processing measures of the Partner which, in 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 Partner by appropriate technical and organisational measures, considering, where possible, the nature of the processing and the data available to Maventa, to fulfil the Partner'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 Partner 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 Partner 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 Partner of data breaches so that the Partner 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 Partner 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 Partner 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 Partner uses the API or similar to integrate a third-party software to the Maventa's service. The Partner is fully responsible for these integrations.

Partner's Obligations

When approving this Appendix, the Partner shall confirm the following:

- This Appendix meets the requirements of the Data Protection Law of the Partner's country of establishment regarding the Partner's written agreement on the Processing of Personal Data.
- The Partner shall process Personal Data in accordance with the applicable data protection regulations when using the services provided by Maventa in accordance with the Partner Agreement.
- The Partner 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 via the Partner.
- The Partner 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 Partner shall use the Services provided by Maventa in accordance with the Partner Agreement and shall not provide Maventa with Sensitive Personal Data except as expressly set forth in the Section A of this Appendix.
- The Partner 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 Partner hereby grants Maventa a right to use any Usage Data that may be owned by the Partner as specified below. The Partner shall be responsible for ensuring that it has agreed with the End Customer of the utilization of Usage Data as defined in the Partner Agreement and the Data Processing Appendix.

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 Partner 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 Partner in accordance with the Partner Agreement 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 Partner 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 Partner 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 Partner in advance of any changes in the subcontractors processing Personal Data. The Partner shall have the right to object to such changes for a justified reason. The Partner shall notify the objection without undue delay after receiving information from Maventa. If the Partner 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 Partner 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, in the Service Agreement, separately agree on the measures or other data security procedures that Maventa shall implement with regard to the Processing of Personal Data. The Partner shall

be responsible for the appropriate and adequate security of the necessary equipment and the IT operating environment under his responsibility.

Audit Rights

The Partner may audit the Maventa's compliance with this Appendix no more than once a year. The Partner may request more frequent audits if required by the legislation applicable to the Partner. When requesting an audit, the Partner 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 Partner 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 Partner shall be responsible for all costs of the audits it requests. Maventa has the right to charge the Partner 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 Partner in accordance with the Appendix or Service Agreement.

Duration and Termination

is Appendix shall be valid as long as Maventa processes Personal Data on behalf of the Partner in accordance with the Partner Agreement

This Appendix shall terminate automatically upon termination of the Partner Agreement. Upon the expiration of this Appendix, Maventa shall delete or return the Personal Data processed on behalf of the Partner 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 Partner Agreement 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 Partner Agreement 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 Partner Agreement between the Parties shall apply to liability between the Parties.

Governing law and Jurisdiction

This Agreement shall be governed by the laws and jurisdiction specified in the Partner Agreement between the Parties.

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-kasittely-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>