

1. Maventa's General Conditions

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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 Maventacompany 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.