

# Maventa™ Partner Agreement

Updated May 18, 2018

## 1. Scope of the Agreement

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

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

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

THIS AGREEMENT INCORPORATES BY REFERENCE:

Services Price List; and

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

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

## 2. Creation of Account

You on behalf of yourself as individual and on behalf of your entity or organization, represent and warrant that: (i) the information provided in connection with registration is accurate and complete; (ii) you as person are at least eighteen (18) years of age, and (iii) that your entity or organization is duly authorized to do business in the countries of operation, (iv) and you as individual accepting this Agreement are an authorized representative of your entity or organization to do so, and (v) your

entity's or organization's employees, officers, representatives and other agents accessing the Partner Services and Site are duly authorized to access the Partner Services and Site and to legally bind entity or organization to this Agreement and all transactions conducted under this Agreement.

### **3. Modifications to this Agreement**

We may modify this Agreement or any policy or other terms referenced in this Agreement or set new terms and conditions for any Service (collectively, "Revised Terms") at any time by posting the Revised Terms on the Site. The Revised Terms shall be effective thirty (30) days after posting (unless other date is expressly stated when posting). You shall be responsible to check the Site regularly for changes to this Agreement. By using the Site or Services at any time after the Revised Terms becoming effective, You agree that You are bound by the Revised Terms. The pricing changes are in more detailed specified in Section 7.

### **4. Definitions**

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

**"Account"**

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

**"Account Identifiers"**

shall mean unique account identifiers that will be issued to You in accordance with the Section 11.

**"Application"**

shall mean a computer program application that Maventa Partner has under this Agreement interfaced with any of the Services, and whose purpose can be a) offering products and/or services (electronically or otherwise) for Maventa Customers, b) offering the Application by the Maventa Partner for installation and use by Maventa Customers, or c) a web application offered by Maventa Partner as a service over the Internet to Maventa Customers.

**"Application API Key"**

shall mean a key which is associated with an Application, and which is created by Maventa and is an immutable unique identifier used to identify the transactions submitted to Maventa API through an Application. Application API Key (i) identifies Your Application and (ii) allows Maventa to collect Charging Information.

**"Authorized Use Policies (AUP)"**

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

**"Charging Information"**

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

**“Maventa API”**

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

**“Maventa API Documentation”**

shall mean articles and documentation for use in connection with the use and implementation of the Maventa APIs.

**“Maventa Associate”**

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

**“Maventa Content”**

shall mean forms of digital content, data, text, images, logos, user interface designs and creative designs, audio and video, including the Text Materials.

**“Maventa Customer”**

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

**“Maventa Graphical User Interface (GUI)”**

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

**“Maventa IPR”**

shall mean the Services, Partner Services, Maventa Properties, Marks, and any other technology, code, libraries and software that We provide to You, or We use to provide the Services and the Maventa Properties and Site, and any modifications, amendments or derivatives thereof, but excluding Applications and any code, libraries or software that that has been licensed to You by Maventa under different license terms that explicitly exclude those materials from the scope of Maventa IPR.

**“Maventa Partner”**

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

**“Maventa Properties”**

shall mean software, data and any other content and materials including but not limited to printed and electronic documentation We may make available to You, for Your installation, copying and/or use in connection with the rightful use and interfacing the Application(s) with the Services and/or for the purposes of providing the Partner Services to You. The Maventa Properties include, without limitation: Maventa API, Maventa API Documentation, Maventa Content and specifications describing the operational and functional capabilities, use limitations, technical and engineering requirements, and testing and performance criteria relevant to the proper use of Services or Partner Services and the Maventa API and other technology. Special terms and conditions may apply to use of certain Maventa Properties, or to some software, data and other content and materials which then, in accordance with the special terms and conditions, might be considered not to be Maventa Properties.

**“Maventa Member”**

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

**“Partner Service(s)”**

shall mean any and all services that Maventa makes available for fee or no fee on the Site for the use of Maventa Partners.

**“Service(s)”**

shall mean any and all services that Maventa makes available for fee or no fee on the Site for the use of Maventa Customers. The Services shall exclude Your Applications and any Applications that are not provided in the name of Us.

**“Service Description”**

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

**“Site”**

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

**“Text Materials”** shall mean textual materials, such as textual content intended to be used or displayed within Applications such as Maventa disclaimers and copyright and similar notices and Service specifications.

**“Your Application”**

shall mean Application(s) interfaced by You with any of the Services under this Agreement.

**“Your Content”**

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

## **5. Use of Partner Services**

Subject to Your compliance with this Agreement and with the payment of fees for the Services (as used by Maventa Customers through Your Application as outlined in Section 7.2) and Partner Services We hereby grant You a limited, non-exclusive, non-transferable, non-sublicenseable right and license, for the term of the Agreement, to access and use the Site and Partner Services, solely in accordance with the terms and conditions of this Agreement including the applicable Authorized Use Policies in force from time to time.

## **6. Applications**

Subject to compliance with this Agreement with the payment of fees for the Services (as used by Maventa Customers through Your Application in accordance with this Agreement) We hereby grant You a limited, non-exclusive, non-transferable, non-sublicenseable right and license, for the term of

the Agreement, add Your Application(s) to interface with the Service(s) by using Maventa API, and provide access for Maventa Customers to the Services through Maventa API.

Maventa withholds the right to approve or disapprove any Application at its own discretion at any time.

You shall be responsible that the users of Your Application accept the Maventa Customer Agreement in accordance with its acceptance procedure thereby becoming Maventa Customers before they start to use Your Application through Maventa API.

While we try to keep the Maventa API backwards compatible at all times, we may change, deprecate or republish Maventa API for any Service or feature of a Service from time to time, and that You shall ensure that calls Your Application makes to any Service are compatible with then current APIs.

You may make network calls or requests to the Services at any time that the Services are available, provided that, unless otherwise set forth in an applicable AUP, You (or if You build a release of an Application, each installed copy of Your Application) may not exceed the maximum file size or maximum calls per second limit (if any) set forth for any particular Service in its AUP.

You may not access, or provide an access, to the Maventa GUI through or from the Application, but only provide an access for Maventa Customers to the Services through Maventa API.

**YOU SHALL BE LIABLE FOR THAT YOUR APPLICATIONS FULFILL THE REQUIREMENTS OF APPLICABLE LAWS AND REGULATIONS REGARDING ELECTRONIC COMMERCE, PERSONAL DATA AND OTHER LAWS AND REGULATIONS. UNLESS OTHERWISE AGREED IN WRITING BETWEEN YOU AND US, YOU SHALL WITHIN THE APPLICATION MAKE SURE TO CUSTOMERS THAT YOU ARE THE OWNER (OR LEGAL LICENSEE OF YOUR SUPPLIERS) OF YOUR APPLICATION AND THAT YOU (OR YOUR SUPPLIERS) ARE THE SUPPLIER OF THE PRODUCTS AND SERVICES MARKETED AND SOLD VIA THE APPLICATION AND THAT THEY ARE NOT PART OF THE SERVICES.**

You shall be solely responsible for the development, operation, and maintenance of Your Application and for all materials that appear on or within Your Application and You agree that You shall, without limitation, be solely responsible for (and We specifically disclaim any and all liability with regard) the following:

1. directing (either automatically or by providing instructions) the users of Your Application to go to the Site to create an user account in accordance with the Maventa Customer Agreement, before any use of the Services or upon first attempt to use the Services.
2. Providing information of the charging policy of Your Application to the user of Your Application, and in particular information on whether the use of the Services by Maventa Customers through Your Application is charged a) directly by Maventa in accordance with the Maventa Customer Agreement or b) by You in accordance with Section 7.2 under a separate agreement between You and the Maventa Customer.
3. Providing instructions to the users of Your Application to install their User API Key to Your Application;  
secure installation and storage of the User API Key within Your Application separately for

each Maventa Customer, including (when applicable) but not limited to a) providing access control for access of the User API Key(s), b) encrypting the User API Key(s), c) storage of the User API Key(s), and d) usage of the proper User API Key in connection with any usage of Services through the Maventa API.

4. Implementing two-way connectivity with Maventa API for sending and receiving invoices, and optionally for other features provided by Maventa API; testing the two-way connectivity with Maventa API for sending and receiving invoices against Maventa API conformance Test.
5. Restricting access and usage of each User API Key only to the Maventa Customer associated with the Customer API Key; other obligations related to the Account Identifiers as set forth in Section 11.
6. The technical operation of Your Application and all related equipment.
7. The accuracy and appropriateness of any materials posted on or within Your Application (including, without limitation, any invoice-related materials).
8. Ensuring that any materials posted on or within Your Application are not illegal and do not promote illegal activities, including without limitation any activities that might be libelous or defamatory or otherwise malicious, illegal or harmful to any person or entity, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation, or age.
9. Ensuring that Your Application accurately and adequately discloses to the extent required by applicable law, either through a privacy policy or otherwise, how You collect, use, store, and disclose data collected from visitors and users, including, where applicable, that third parties (including advertisers) may serve content and/or advertisements and collect information directly from visitors and may place or recognize cookies on visitors' browsers.
10. Any of Your users' or customers' (including Maventa Customer's) claims relating to Your Application or any Services fault caused by connection with Your Application; and Your election to utilize sample code and libraries that may be made available to You by Maventa, many of which may be provided by third parties and many of which We have not tested or screened in any way.

## **7. Fees**

### **7.1 Partner Service Fees**

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

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

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

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

## **7.2 Fees for the Use of Services Through Application API Key**

Maventa will charge You for all use of the Paid Services, which are made in connection with your Application API Key.

The volume discounts (where applicable) shall be applied to the total amount of Service calculated based on total usage of a Service by all Maventa Customers which have accessed the Service in connection with Your Application API Key.

You will get access to the Charging Information regarding the usage of Services in connection with your Application API Key for your further processing and, should you choose to charge Maventa Customers, for You charging Maventa Customers for the usage of the Services through Your Application and other legal purposes. You can set a volume limit for the maximum usage by a single Maventa Customer for the Services separately for each of Your Applications, in order to help You to protect against fraud. This does not in any way limit Your liability to pay the fees to Maventa in accordance with this Section 7.2. You shall be solely liable for Your use or non-use of the Charging Information. The accuracy and validity of Your Charging Information is also dependent on Your correct use of Your Application API Key in your Application implementation and in accordance with this Agreement.

## **7.3 Payment**

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

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

The payment of the fees shall be made by wire transfer to the Maventa's bank account or otherwise as instructed by Us from time to time. You shall bear all cost of making such payment and transfer. All amounts payable by You shall be made without setoff or counterclaim and without deduction or withholding. You shall notify Us in case any deduction or withholding is required by applicable law. You shall pay such additional amounts to Us as necessary to ensure that the net amount received by Us equals the amount We would have received without deduction or withholding. You shall give Us proof that the correct amounts have been paid to the tax authority.

## **8. Personal Data**

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

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

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

## **9. Maventa GUI**

You shall have the right to use the Maventa GUI as has been described in more detail in the applicable Service Description.

Maventa GUI is intended for only to be used through a web browser by individual users, and You agree not to use or access Maventa GUI using any Application or other computer program.

## **10. Your Content**

You acknowledge that neither We nor Our suppliers are responsible in any manner, and You are solely responsible, for Your Content.

You acknowledge, that You bear sole responsibility for adequate security, protection and taking backups of Your Content. We strongly advise that You use encryption technology to protect Your Content from unauthorized access. Without limitation of Sections 20 and 21, We will have no liability to You or any third party for any unauthorized access or use, corruption, deletion, destruction or loss of any of Your Content.

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

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

## **11. Creation Of Partner Account**

Maventa Partner accounts are associated with a) User API Key which is used to access Maventa API, b) username (Your email address), c) password (selected by You upon Account creation and



changeable by You at any time), d) Maventa ID (globally unique invoicing ID generated by Maventa upon account creation).

Maventa ID is a unique identifier that can be used to refer to You for example without limitation as a recipient in connection with the use of Invoicing Service and when We invoice You for the use of the Partner Services in accordance with this Agreement.

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

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

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

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

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

You may register one or more Applications associated with Your account. Each Application is associated with one Application API Key.

You shall be responsible to include the Application API Key in your Application in a manner that it is used in all transactions with Maventa API. You shall be responsible to ensure technically, contractually, or otherwise the accuracy and integrity of Your Application API Keys, in the form the Application API Keys were provided by Us, in connection with the use of Your Application.

The Application API Key may only be used in or in connection with the Application for which it is registered. You shall contact Us immediately if You believe a third party may be using your Application API Key, or if Application API Key is lost or stolen. We shall not be liable for any unauthorized access to or usage of the Services due to misuse of Your Application API Key.

## **12. License to Use the Maventa Properties**

We may make available to You, from time to time, at Our discretion, Maventa Properties.

Subject to Your compliance with this Agreement We hereby grant You a limited, non-exclusive, non-transferable, non-sublicenseable right and license, for the term of the Agreement, to access and install, copy and use internally (unless explicitly consented by Us in this Agreement or in written form that certain Maventa Properties may be used also otherwise than internally), solely for the purpose of supporting Your use of Your Applications solely to the extent and in compliance in accordance with the terms and conditions of this Agreement.

Except as may be expressly authorized under this Agreement or by Us otherwise in writing:

You may not, and may not attempt to, modify, alter, tamper with, repair, or otherwise create derivative works of any Maventa Properties.

You may not, and may not attempt to, reverse engineer, disassemble, or decompile the Maventa Properties or apply any other process or procedure to derive the source code of any software included in the Maventa Properties.

You may not sell, resell, redistribute, sublicense, or transfer all or any portion of the Maventa Properties.

You may not sell, resell, redistribute, sublicense, or transfer Applications (even Your Applications) that incorporate any Maventa Properties.

You may not access or use the Site for the purpose of aggregating, analyzing, extracting, or repurposing any Maventa Properties.

For example, You may not use Your Application on or within any other application, platform, website or service of a third party (including social networking sites) where such third party requires You to sublicense or give any other rights to Maventa Properties to such third party or any other person.

You specifically acknowledge and agree that, at any time, Maventa may direct You to cease the use of and delete any or all of the Maventa Properties immediately, and You will promptly comply with any such direction.

From time to time we might elect to make available some sample source code or libraries to You under separate license that accompanies each such sample source code and/or library and to the use of such sample source code or libraries the some or all of the above restrictions might not be applicable, subject to the terms and conditions of the separate license agreement.

If You wish to sell, resell, redistribute, sublicense or transfer any Maventa Properties in connection with Your Application that includes or displays the Maventa Properties in connection with Your Application, You shall contact us at support-vaf@visma.no to seek our prior written approval.

### **13. Linking and References**

For the term of this Agreement, You may generally publicize that You are a Maventa Partner and You may place a simple and clear hyperlink in text form: <http://www.maventa.com> on Your commercial or non-commercial Internet site. From time to time Maventa will release various graphical images, such as buttons or banners which You may use unaltered instead of a plain textual link. The image must link to <http://www.maventa.com>. Maventa may at any time and without presenting a reason require that You delete or modify the hyperlink. By allowing links with third party Websites Maventa does not intend to solicit business of any third party, unless explicitly

agreed otherwise. You may not use any “deep-link”, “page-scrape”, “robot”, “spider” or any other automatic device, program, algorithm or methodology or any similar or equivalent manual process to access, acquire, copy or monitor any portion of the Site or any of its content.

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

During the term of this Agreement, we shall have the right to use Your name, and name of Your Application and the trademarks and trade names You use in connection with Your Application, for reference purposes. Any use by Us of such trademarks and trade names shall inure to Your benefit.

#### **14. Restricted Uses**

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

You agree to provide information and/or other materials related to Your Applications as reasonably requested by us to verify Your compliance with this Agreement. You further acknowledge and agree that, with respect to:

Online Applications, We may crawl or otherwise monitor the external interfaces of Your Application for the purpose of verifying Your compliance with this Agreement. You may not seek to block or otherwise interfere with such crawling or monitoring (and We may use technical means to overcome any methods used on Your Application to block or interfere with our crawling or monitoring); and

Client-Side Applications, You agree to furnish a copy of Your Application when reasonably required by Us for the purpose of verifying Your compliance with this Agreement.

We will not disclose or use Your information or data related to the above except to the extent We need to enforce the terms of the Agreement, at the request or order of court or a governmental or regulatory body or for other lawful purposes.

#### **15. Marks**

We hereby grant You a limited, non-exclusive, non-transferable, non-sublicenseable right and license, during the term of the Agreement to use such trademarks, service marks and logos of Maventa and/or its licensors (“Marks”) as and in the form as granted from time to time in the Maventa™ Trademark Guidelines page, which are incorporated herein by reference, and as revised by Maventa from time to time, solely for the purpose of the reference purposes in Section 13.

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

You may not use the Marks in any manner that disparages Maventa, its affiliates or its licensors, or that otherwise dilutes any Mark, and You agree to follow Maventa™ Trademark Guidelines and other directions given by Maventa from time to time, and to cease the use of any of the Marks

immediately upon Maventa requiring You to do so. Any use by You of the Marks shall inure to the benefit of Maventa or its licensors and You hereby irrevocably assign to Maventa all right, title and interest in the same. In connection with Your licensed usage of the Marks hereunder, You shall conduct Your business in a professional manner and in a way that reflects favorably on the goodwill and reputation of Maventa.

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

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

## **16. Downtime and Service Suspensions**

The access to and use of the Site and Services or Partner Services and access to Applications may be suspended for the duration of any unanticipated or unscheduled or scheduled downtime or unavailability of any portion or all of Site and Services or Partner Services for any reason, without any liability to You or any third party, including (i) as a result of power outages, system failures or other interruptions; (ii) to conduct maintenance or make modifications to Site or any Service or Partner Services; (b) in the event of a denial of service attack or other attack on the Site or Service or Partner Services or other event that We determine may create a risk to the Site or applicable Service or Partner Services, to You or to any of Maventa Members or Site users; or (iii) We determine that any content of the Site, Application or Service or Partner Services is illegal or We otherwise deem it necessary or beneficial prudent to do so for legal or regulatory reasons (collectively, "Service Suspensions"). Subject to also Sections 20 and 21, We shall not be liable for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that You may incur as a result of any such suspension.

## **17. Confidentiality**

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

Maventa Confidential Information shall not include information which (i) is publicly available at the time of disclosure or later becomes publicly available through no breach of confidentiality obligation under this Agreement; (ii) can be proved by documentation was known by You before receiving such information; (iii) is disclosed to You by without restriction as to use or disclosure, by a third party who, in making such disclosure or acquiring such information, did not violate obligation of confidentiality; (iv) You can prove by documentation has been independently developed by You without use, directly or indirectly, of the Maventa Confidential Information; or (v) You are obligated to disclose in accordance with law or a judicial or other governmental order provided that You, subject to what is permitted under applicable law, give Maventa reasonable notice prior to such disclosure and restrict disclosure of the information to the extent what is mandatory under the law.

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

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

In case You and We are parties to a separate signed non-disclosure agreement and there is a conflict between the terms of the signed non-disclosure agreement and the terms of this Section 17, the terms of the signed non-disclosure agreement shall prevail.

## **18. Intellectual Property Rights**

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

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

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

Nothing in this Agreement shall be deemed to restrict Maventa's right to, and Maventa reserves the right to develop any products or services that compete with Applications or any of the products or

services that You may develop; or appoint third parties as developers or systems integrators who may offer such competing products or services.

## **19. Representations and Warranties**

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

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

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

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

You represent and warrant that You will not use, and will not authorize any third party to use, any Open Source Software in connection with the Services, Partner Services or Site in any manner that would require that any Maventa Properties or Services or Partner Services or other Maventa IPR should be (a) disclosed or distributed in source code form, (b) made available free of charge to recipients, or (c) modifiable without restriction by recipients.

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

## **20. Warranty Disclaimer**

THE MAVENTA PROPERTIES, MARKS, SERVICES, PARTNER SERVICES, SITE AND THE UNDERLYING TECHNOLOGY AND SOFTWARE AND ANY AND ALL OF THEIR MATERIALS AND CONTENT, OR INFORMATION AND ADVICE PROVIDED BY US UNDER THIS AGREEMENT OR WHEN PROVIDING SERVICES OR PARTNER SERVICES OR WHICH CAN BE ACCESSED THROUGH THE SITE (COLLECTIVELY IN THIS SECTION "SITE MATERIALS") ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. MAVENTA AND ITS LICENSORS HEREBY, TO THE EXTENT PERMITTED BY APPLICABLE LAW, DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE SITE MATERIALS, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR SATISFACTORY QUALITY OR QUIET ENJOYMENT OR IMPLIED WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE. EVEN IF WE OR ANY THIRD PARTY GIVE YOU ADVICE OR INFORMATION OR YOU RECEIVE ANY ADVICE OR INFORMATION THROUGH THE SERVICES, IT SHALL NOT BE DEEMED TO CREATE ANY WARRANTY UNLESS EXPRESSLY STATED IN THIS AGREEMENT.

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

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

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

## **21. Limitation of Liability**

MAVENTA OR OUR LICENSORS SHALL UNDER NO CIRCUMSTANCES HAVE ANY LIABILITY TOWARDS YOU OR ANY THIRD PARTY IN CONNECTION WITH THIS AGREEMENT FOR DIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INDIRECT, PUNITIVE OR INCIDENTAL DAMAGES, OR ANY LOSS OF PROFIT, REVENUE, DATA, USE OR GOODWILL, OR COST OF SUBSTITUTE PRODUCTS OR SERVICES, WHETHER INCURRED OR SUFFERED AS A RESULT OF USE OF OR UNAVAILABILITY OF THE SERVICES OR PARTNER SERVICES OR OTHERWISE, EVEN IF MAVENTA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, MAVENTA'S AND ITS LICENSORS' LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS

AGREEMENT SHALL UNDER NO CIRCUMSTANCES EXCEED THE AMOUNT ACTUALLY PAID BY YOU TO US HEREUNDER FOR THE SERVICE OR PARTNER SERVICES IN QUESTION DURING PERIOD OF THREE (3) MONTHS PRECEDING THE CLAIM. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION OR CLAIMS IN THE AGGREGATE, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, NEGLIGENCE AND MISREPRESENTATION AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY UNDER THIS AGREEMENT. IN CASE THE LAW APPLICABLE DOES NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY, THE LIABILITY OF MAVENTA AND ITS LICENSORS SHALL IN SUCH CASE BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

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

## **22. Indemnification**

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

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

## **23. Termination and Suspension**

### **23.1 Termination by You for Convenience**



You may terminate this Agreement at will at any time by (i) providing us an e-mail notice of termination in accordance with Section 25 and (ii) closing Your main account for which We provide an account closing mechanism.

### **23.2 Termination or Suspension by Us Other than for Cause**

We may, at our sole discretion, for any reason or for no reason, discontinue any Partner Services or Your right to have Applications interfaced with the Services at any time without incurring any liability towards You, under the following terms and conditions:

We may suspend Your right and license to use any or all Free Services and any associated Maventa IPR, or, if You are only using Free Services, terminate this Agreement and provision of all Services to You, at any time, immediately by notice to You in accordance with the notice provisions set forth in Section 25 below.

We may suspend Your right and license to use any or all Paid Services and any associated Maventa IPR, or terminate this Agreement and provision of all Partner Services to You, and Your right to have Applications interfaced with the Services, at any time by thirty (30) days' advance notice to You in accordance with the notice provisions set forth in Section 25 below.

### **23.3 Termination or Suspension for Cause**

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

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

Five (5) days following our provision of notice to You in accordance with the notice provisions set forth in Section 25 below if You are in default of Your payment obligations hereunder or breach any other provision of this Agreement and fail, to cure such breach to our satisfaction within such five-day period.

## **23.4 Effect of Suspension or Termination**

### **23.4.1 Suspension**

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

### **23.4.2 Termination**

Upon termination of this Agreement for any reason You shall remain liable for all fees, charges and any other obligations You have incurred through the date of termination with respect this Agreement, including without limitation with respect the Partner Services or Your Applications; (ii) all of Your rights under this Agreement shall immediately terminate; and (iii) You shall immediately return, or if instructed by us, destroy all Maventa Confidential Information and any Maventa IPR then in Your possession. Upon termination of the Agreement all Your licensed rights granted in the Agreement shall cease immediately.

## **23.5 Survival**

In the event this Agreement is terminated for any reason, the Sections 4 Definitions, 7 Fees (with respect to payments that are accrued but unpaid at the time of termination), 17 Confidentiality, 18 Intellectual Property Rights, 19 Representations and Warranties, 20 Warranty Disclaimer, 21 Limitation of Liability, 22 Indemnification, 23 Termination and Suspension, 24 Disputes and 26 Miscellaneous will survive the termination of the Agreement.

## **23.6 Data Preservation in the Event of Suspension or Termination**

### **23.6.1 In the Event of Suspension Other Than for Cause**

In the event of a suspension by us of Your access to any Service or Partner Services for any reason other than a for cause suspension under Section 23.3 during the period of suspension, (i) We will not take any action to intentionally erase any of Your Content or other Your data stored on Partner Services and (ii) applicable data storage charges will continue to accrue.

### **23.6.2 In the Event of Termination Other Than for Cause**

In the event of any termination by us of any Partner Services or any set of Partner Services, or termination of this Agreement in its entirety, other than a for cause termination under Section 23.3, (i) We will not take any action to intentionally erase any of Your Content or other Your data stored

on the Partner Services for a period of thirty (30) days after the effective date of termination; and (ii) Your post termination retrieval of data stored on the Partner Services will be conditioned on Your payment of the data storage charges for the period following termination (when applicable), payment in full of any other amounts due us, and Your compliance with terms and conditions We may establish with respect to such data retrieval.

### **23.6.3 In the Event of Other Suspension or Termination.**

Except as provided in Sections 23.6.1 and 23.6.2 above, We shall have no obligation to continue to store Your Content or other Your data during any period of suspension or termination or to permit You to retrieve the same.

## **23.7 Post-Termination Assistance**

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

## **24. Disputes**

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

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

## **25. Notices**

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

Notices made by Us under this Agreement for You specifically (for example notices of breach and/or suspension) will be provided to You via the e-mail address provided to us in Your

registration or in any updated email address You provide to us in accordance with account information update procedures We provide from time to time.

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

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

support-vaf@visma.no

and/or

*Visma Solutions Oy  
P.O. Box 934  
FI-00101 HELSINKI, Finland*

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

## **26. Miscellaneous**

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

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

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

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

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

**Waivers.** No waiver shall be binding upon Us unless made in writing and signed by a duly authorized representative of Us. No failure or delay by Us in exercising any right, power, or remedy under this Agreement shall operate as a waiver of any such right. No waiver of any particular

breach or any right or remedy by Us with respect to a breach shall preclude, affect or impair enforcement of any right or remedy with respect to any subsequent breach.

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

## **Data Processing Enclosure to Maventa™ Partner Agreement**

### **Agreement**

This enclosure is a intrinsic part of Maventa™ Partner Agreement and it regulates processing of personal data related to agreements paragraph 8. Personal Data.

### **Definitions**

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

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

### **Scope**

The Agreement regulates the Subprocessor's Processing of Personal Data on behalf of the Processor, and indirectly on behalf of the Controller's (Maventa customers), and outlines how the Subprocessor shall ensure privacy, through technical and organisational measures, according to applicable privacy legislation, including the GDPR.

The purpose behind the Subprocessor's Processing of Personal Data is solely to fulfill the Service Agreement and this Agreement. The Subprocessor shall not Process Personal Data for any other purpose.

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

## **The Subprocessor's obligations**

The Subprocessor shall only Process Personal Data on behalf of and in accordance with the Processor's instructions, hereunder those instructions included in the Service Agreement and this Agreement.

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

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

The Subprocessor shall ensure the confidentiality, integrity and availability of Personal Data according to the standard and requirements provided by the GDPR article 32 and other applicable privacy legislation. The Subprocessor has implemented systematic, organisational and technical measures to ensure an appropriate level of security, taking into account the state of the art and cost of implementation in relation to the risk represented by the Processing, and the nature of the Personal Data to be protected.

The Subprocessor shall assist the Processor by appropriate technical and organisational measures in fulfilling the Processor's obligations, and indirectly the Controller's obligations (Maventa customers), under applicable privacy legislation. Such assistance is particularly relevant upon requests from Data Subjects on exercising privacy rights according to the GDPR chapter III, or in other privacy compliance matters according to the GDPR, particularly with regards to the requirements outlined in GDPR article 30 to 36. The Subprocessor may not withhold its assistance to fulfill such obligations towards Controllers (VMaventa customers) due to disagreements with the Processor.

The Subprocessor and its staff shall ensure confidentiality concerning the Personal Data subject to Processing according to this Agreement through sufficient confidentiality clauses included in the staff's employment contracts. This provision also applies after the termination of the Agreement.

The Subprocessor shall, by notifying the Processor, enable the Processor and Controller's (Maventa customers), to comply with the requirements included in the GDPR article 33 and 34, and other applicable privacy legislation, to notify data authorities or Data Subjects about incidents.

Further, the Subprocessor will, to the extent this is appropriate and lawful notify the Processor of;

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

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

## **The Processor's obligations**

The Processor confirms by the signing of this Agreement that:

- The Processor shall, when using the services provided by the Subprocessor under the Services Agreements, process Personal Data in accordance with the requirements of applicable privacy legislation.
- The Processor has legal authority to process and disclose to the Subprocessor the Personal Data in question.

## **Use of subcontractors and transfer of data**

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

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

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

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

Subprocessor has the right to change subcontractors during the term of the Customer Agreement. Subprocessor will notify the Processor in advance of any change in the personal data processing subcontractor. A Processor has the right to object to such changes for a reasoned reason. The Processor must report objection without undue delay after receiving the information from Subprocessor. If Processor does not accept the replacement or insertion of a subcontractor, Subprocessor has the right to terminate the Customer Agreement with a 30 day notice period.

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

## **Security**

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

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

## **Audit rights**

The Processor may audit the Subprocessor's compliance with this Agreement up to once a year. If required by legislation applicable to the Processor, the Processor may request audits more frequently. To request an audit, the Processor must submit an audit plan 3 weeks in advance of the proposed audit date to the Subprocessor, describing the proposed scope, duration, and start date of the audit. If any third party is to conduct the audit, it must be mutually agreed between the Parties.

If the requested statement or audit scope is addressed in an ISAE, ISO or similar assurance report performed by a qualified third party auditor within the prior 12 months, and the Subprocessor confirms that there are no known material changes in the measures audited, the Processor may accept those findings instead of requesting a new statement or audit of the measures covered by the report.

Further, the Subprocessor shall assist the Processor in case of audits, assessments or investigations initiated by authorities targeting the Processor or Controller's (Maventa customers) according to applicable legislation, herunder grant authorities access to Subprocessor facilities if necessary.

## **Term and Termination**

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

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

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



## **Changes and amendments**

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

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

## **Liability**

The liability for violation of provisions of this Agreement shall be regulated by the liability clauses in the Service Agreements between the Parties.

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

## **Governing law and legal venue**

This Agreement is subject to governing law and legal venue as defined in applicable legislation in the Subprocessor's county of establishment.

## Appendix A - Categories of Personal Data and Data Subjects

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

- a. Categories of Data Subjects
  - i. Customer end users
  - ii. Customer employees
  - iii. Customer contact persons
  - iv. Customer's customer data
  
- b. Categories of Personal Data
  - i. contact information
  - ii. user logs and IP addresses
  - iii. bank account information

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

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

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

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

## Appendix B - Overview current subcontractors

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

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