

Maventa ePayslip Partner Agreement

1. Scope

The parties to this Agreement are Visma Solutions Oy, Business ID 1967543-8 (hereinafter "Maventa" or "Visma"), and Maventa Verkkopalkka Partner ("Partner").

Each hereinafter individually referred to as a "Party" and jointly as the "Parties".

This Partner Agreement, including its appendices, enters into force on 1 November 2026 and replaces Maventa's previous partner agreement.

The Partner has the right to use the Service in accordance with these terms and conditions, the law, and good practice.

2. Definitions

In these terms and conditions:

- **Partner** refers to a software company or other partner reselling the Service, which offers financial management software and/or human resources and payroll software to the End Customer, and/or who is invoiced for the charges resulting from the use of the Service.
- **Service** refers to the online salary service delivered by Maventa under the SaaS service model, which enables the payroll payer to deliver salary slips to their employees. The Service is provided substantially in accordance with [the service description](#) in force at any given time.
- **End Customer** refers to a customer who has concluded an agreement with the Partner (usually a payroll-paying organization) and who must accept the Maventa Verkkopalkka Terms of Use for End Customers before starting to use the Service.
- **User** means a natural person who is an employee of the End Customer or another authorized party and who uses the Service.

3. Rights and Obligations of the Parties

Provision of the Service

Maventa is responsible for ensuring that the Service is delivered in accordance with these terms and conditions, diligently, and with the professional skill required for providing the Service. The Service is provided as standard services "as is" without any specific warranties. Maventa independently decides on the production method and content of the Service, and has the right to use subcontractors in production, for whose actions Maventa is responsible as for its own. The Service is produced substantially in accordance with the service description in force at any given time.

Salary slips are transferred in electronic format from the payroll software to the online salary environment during the processing of payroll, where they are stored for a maximum of 7 years (84 months). The employee can view their salary slips in the online salary environment by accessing the service on the Internet via their online bank. The employee and/or the Partner can delete a salary slip from the Service before the expiry of the storage period. In such a case, the salary slip is permanently deleted and can no longer be restored. Maventa does not store salary slips in the manner described above if paper mail has been selected as the delivery method.

Temporary Suspension and Modification of the Service

Maventa has the right to temporarily suspend the delivery of the Service for a reasonable period if it is necessary to implement modification measures for the Service and the measures cannot be implemented at reasonable cost without suspending the delivery of the Service. Maventa will notify the Partner of such suspension of the Service and its duration well in advance.

Maventa has the right to change the content of the Service without prior notice if this is necessary, for example, due to changes in legislation or for information security or other reasons. In such cases, Maventa aims to provide notification of the changes made as quickly as possible afterwards.

The notification obligation does not apply to other technical changes, such as software updates.

Maventa is not liable to compensate the Partner or the End Customer for any damage potentially caused by the temporary suspension of the Service or changes to the content of the Service, nor is it obliged to reduce or waive fees.

Preventing Access to the Service

The Partner must prevent unauthorized access to the Service and its unauthorized use.

Maventa has the right, without hearing the Partner and/or the End Customer, to prevent access to the Service under the Partner's and/or End Customer's user ID if Maventa reasonably suspects that the user ID is overloading the Service or using the Service in violation of these terms and conditions or in a manner that compromises the delivery of the Service. Maventa will notify the Partner of the reasons for suspending access without delay.

Obligations of the Partner

The Partner is responsible for ensuring that:

- the work and measures under its responsibility are performed diligently and in accordance with these terms and conditions;
- the data added to the Service by either the Partner or the End Customer is correct and that such material does not infringe the rights of any third party or applicable law;
- the information and instructions given to Maventa are correct;
- the End Customer has accepted the terms of use for the Maventa Verkkopalkka service before starting to use the Service and complies with them when using the Service;
- the Partner is responsible for all of its and its End Customers' transactions and measures in the Service; and
- the Partner is responsible for data communication and other similar costs related to its use of the Service, as well as for the information security of its own IT system and communication network.

Termination of the Provision of the Service

Maventa reserves the right to stop providing the Service by giving 12 months' prior notice. If the Service or its availability is terminated due to a force majeure event, the notice may be delivered applying a shorter notice period. The Partner has the right to request a proportionate refund of fees paid in advance that relate to the time after the termination date of the Service in question. The Partner is obliged to cease the resale and use of the Service after the termination date of the Service in question, and the Partner has no right to present other claims against Maventa.

4. Prices and Invoicing

Pricing Principles

Maventa invoices the Partner for the Service in accordance with the price list valid at any given time, unless otherwise agreed in writing. Any fees paid in advance will not be refunded.

- Maventa has the right to invoice the Partner for all salary slips transferred to the Service.
- The Partner acts as a reseller that concludes an agreement on the Service with the End Customer and invoices the End Customer, unless otherwise agreed in writing. The Partner may invoice the End Customer prices for the use of the Service that deviate from Maventa's price list.
- Maventa is entitled to charge the Partner for transactions in the Service made using the Partner's API key. Any volume discounts are calculated based on the total volumes of online salary slips of the Partner and/or all End Customers made using the Partner's API key.

Pricing Changes

The price of the Service is based on Maventa's valid price list at the time, unless otherwise agreed in writing. Maventa may change the pricing and payment terms under the following conditions:

- **Notice period:** Maventa has the right to change the price list and payment terms by giving notice at least 30 days before the change takes effect.
- **Method of notification:** Price increases will be notified to the Partner by delivering the amended Price List via email.

Increases in costs resulting from laws or measures by authorities (e.g., changes in taxation practices or public charges) will raise prices immediately from the entry into force of the regulations. Value added tax will be added to the prices according to the regulations in force at any given time.

Payment Terms

Invoices are sent as electronic invoices and delivered to the invoicing address specified by the Partner. Maventa has the right to charge an additional fee for paper invoices.

- The payment term is 14 days net, and any notes concerning the invoice must be presented within 8 days from the date of the invoice. The penalty interest is determined in accordance with the Interest Act.

In case of disputes regarding an invoice, the undisputed part of the invoice must be paid by the due date. In connection with payment delays, the Partner is additionally obliged to pay the reminder and collection fees for the receivables.

Correctness of Invoicing Data

The Partner is responsible for the correctness of the information affecting the invoicing.

Maventa has the right to change information affecting the invoicing based on information submitted to authorities. If information provided by the Partner that affects pricing is found to be incorrect, Maventa has the right to charge the Partner retroactively for fees based on the actual information. Maventa is under no obligation to refund fees charged on the basis of incomplete or outdated information provided by the Partner.

5. Application Programming Interfaces (API)

The Partner is granted a limited, non-exclusive, non-transferable, non-sublicensable, revocable, and terminable right to use Maventa's application programming interfaces (API) to integrate a software not delivered by Maventa (Integrated Application) into the Service, provided that the Partner complies with these terms of service. The Partner's right to use Maventa's APIs includes the right to:

- use the API interfaces, make requests to them, and display the retrieved content in the Integrated Application;
- integrate, develop, test, use, and support the Integrated Application; and
- allow the Partner's End Customers to use Maventa's Service integrated into the Integrated Application.

Maventa fully owns the APIs, development environments, related documentation, and customer communities, and they are provided "as is" without any warranties or promises regarding availability, uptimes, quality, or suitability for the Partner's needs or requirements. Maventa has the right to make changes to the APIs and aims to provide prior notice of changes.

Maventa has the right, at its own discretion and at any time, to revoke, terminate, or end the limited right of use to Maventa's API by providing the Partner with a notice thereof, observing a reasonable notice period. Maventa has the right to close, revoke, terminate, or limit a development account or development environment due to overuse, misuse, deficiencies in information security, or suspicion of or related to a breach of service terms or law. Maventa reserves the right to charge fees or additional fees related to the use of Maventa's API or development environment, including the right to make the right of use or right of sale of Integrated Applications subject to a fee.

Partner's Obligations and Responsibilities:

- The Partner is fully responsible for the development, implementation, use, maintenance, and support of the Integrated Application on its own behalf as well as on behalf of its subcontractors and other partners;
- Maventa is not liable in any way for the content and functionality of the Integrated Application. The Partner is responsible for all content created, updated, or deleted from Maventa's API or Service by the Integrated Application;
- The Partner must comply with Maventa's instructions regarding the minimum technical implementation requirements;
- The Partner is responsible for API keys and related misuses. Lost, stolen, or misused (including suspected) API keys must be reported to Maventa immediately;
- In the use of the API interface, it is prohibited to disrupt the Service, modify code, and grant unauthorized rights. Furthermore, the interface must not be used unlawfully, for marketing, or for harmful performance benchmarking of Maventa;
- The Partner must protect its application and backend systems with appropriate technical and organizational measures to ensure information security. All information security breaches and vulnerabilities must be reported to Maventa without delay.

6. Data Protection and Processing of Data

Personal data is processed in accordance with the attached personal data processing agreement (Appendix 1).

When using the Service, the Partner, End Customer, Users, and other third parties using the Service on behalf of the Partner and/or End Customer add Partner and/or End Customer data to the Service and generate Usage Data. Usage Data can be data aggregated from the End Customer's material or other data related to the use of the Service from which the End Customer is not identifiable ("Usage Data"). The Partner is responsible for ensuring that it has agreed with the End Customer on the utilization of Usage Data as described in these terms and conditions.

Maventa uses Usage Data for the following purposes:

- *Development of the Service:* Usage patterns and customer needs are analyzed to tailor the user experience, improve the service, and develop new services and technologies.
- *Targeted Communication and Training:* Topical market updates and value-added services are displayed in the Service, avoiding unnecessary marketing of products already subscribed to.
- *Ensuring Information Security:* Session, login, and transaction data are analyzed to prevent, investigate, and document information security issues.
- *Statistics and Market Research:* Data passing through the system is analyzed in an anonymously aggregated form for statistics, reporting, general marketing, and development of new functionalities.
- *Statutory and Internal Obligations:* For compliance with laws and Maventa's own information security programs (VASP), logging approvals of terms and conditions, and, if necessary, fulfilling Know Your Customer (KYC) obligations and checking credit information.
- *Contractual Obligations:* To fulfill the contract between the Partner and Maventa.

Maventa also has the right to use data obtained from public or commercial sources and registers, and to combine such data with Usage Data as described above. To the extent that the processing of Usage Data involves the processing of personal data, it is primarily carried out by anonymizing the data, as identifying named individual users is rarely necessary for these purposes. Maventa has the right to process, exploit, and disclose anonymous and aggregated data created from Usage Data without restriction both during and after the term of the contract.

7. Confidentiality

Each Party may disclose or obtain information from the other Party that should reasonably be understood to be proprietary, confidential or competitively sensitive ("Confidential Information"). The Parties shall hold Confidential Information in confidence and take reasonable measures to protect the other Party's Confidential Information, and not disclose it to third parties unless authorised by the other Party to do so, or if required under mandatory provisions of law or regulations or pursuant to court orders.

Confidential Information does not include a) information the recipient can demonstrate was in the recipient's possession or knowledge prior to entering into the Agreement; b) is or becomes publicly available through no fault of the recipient; c) is received by the recipient from a third party without a duty of confidentiality; or d) is independently developed by the recipient.

Maventa may disclose Confidential Information to Affiliates, partners, subprocessors, or subcontractors to the extent necessary to provide the Software according to the Agreement.

8. Intellectual Property Rights

Maventa, or its licensors where applicable, is the owner of, and retains ownership to, the Service and all related Intellectual Property Rights in and to the Service and any other services provided under the

Agreement, including any IPR arising out of Maventa's processing of Usage Data. These include all documentation, materials, and designs related to the Software, such as user guides, specification and usage descriptions, the formatting and structures of the Software's data content, and any other similar materials.

The Partner owns the rights to the Partner's data, and the End Customer owns the rights to the End Customer's data.

If Maventa provides third-party software as part of the Service or in connection with it, this Agreement shall apply to such software unless separate or additional terms are provided with the software. For clarity, it is noted that any links in Maventa's Service to software independently produced by third parties are not part of Maventa's Service, and the Agreement between Maventa and the Partner does not apply to them.

9. Infringement of Intellectual Property Rights

Maventa undertakes, at its own expense, to indemnify the Partner against damages resulting from a third-party claim against the Partner asserting that the Service provided to the Partner under the Agreement, or use thereof, infringes the third party's IPR, if the claim has been finally settled in favour of the third party by a competent court or in a settlement approved by Maventa.

Maventa's obligation to indemnify the Partner pursuant only applies if: (i) the Partner notifies Maventa immediately upon becoming aware of the claim; (ii) the Partner gives Maventa full control of the negotiations, legal processes, and settlement, if applicable; (iii) the Partner cooperates with Maventa in accordance with Maventa's reasonable instructions; (iv) the claim is not related to, or caused by, the Partner's breach of the Agreement or Maventa's instructions for preventing or mitigating the potential or actual IPR infringement; and (v) the claim is not related to, or caused by, use, modification, integration, or customisation not carried out, or approved in writing, by Maventa.

Upon becoming aware of a potential or actual IPR infringement, Maventa may at its discretion: (i) modify the Service so that it is not in conflict; (ii) replace the Service, or parts thereof, with a functionally equivalent software; (iii) obtain a licence for the Partner's continued use of the Service; or (iv) revoke the Partner's limited right to use the Service against a refund of fees paid in advance for the part of the subscription period exceeding the termination date.

The Partner shall, at its own expense, defend Maventa against claims or litigation where a third party claims that the Partner's/End Customer's data, or use thereof, the integration or the use of the Service in violation with the Agreement: (i) is in conflict with or infringes the third party's IPR or other rights; or (ii) is in breach of applicable law. Maventa shall without undue delay notify the Partner of such claims. The Partner shall indemnify Maventa for damages imposed under a court-approved settlement or court ruling, including lawyer fees, provided that Maventa reasonably cooperates at the Partner's expense and gives the Partner control of the legal process and settlement.

The remedies set out in this section 9 are the Partner's sole remedies with respect to third-party IPR infringement claims.

10. Limitation of Liability

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

The maximum amount of the aggregate liability of Maventa based on the Agreement in all circumstances shall not exceed the tax-free fees paid by the Partner to Maventa three (3) months preceding the breach.

Maventa is not liable for any direct or indirect damages caused to the Partner's End Customers.

Neither Party is liable for delays, failures in performance, or negligence caused by a force majeure event. Examples of force majeure include earthquakes, riots, labor disputes, pandemics, rapid changes or new temporary legislation concerning the internet, sanctions imposed by the government or the EU, and other similar events beyond the control of the Parties. Force majeure encountered by Maventa's subcontractor is also regarded as Maventa's force majeure.

11. Term and Termination of the Agreement

Term and Termination

Unless otherwise agreed in writing, the agreement concerning the Service enters into force when the Partner has ordered the Service and it has been opened. The agreement concerning the Service is valid until further notice. Either Party has the right to terminate the agreement with one (1) month's notice period by notifying the other Party in writing. The notice period begins to run at the end of the calendar month during which the termination notice was delivered.

Passive User Accounts

Maventa may, at its discretion, consider the agreement terminated if the Partner's End Customers have not used the Service during the preceding 12 months. In such a case, Visma will send a notice of termination of the agreement to the Partner. The Partner is always responsible for keeping its contact information up to date.

Suspension of the Service and Special Grounds for Termination

Maventa has the right, at its discretion, to suspend the Partner's or End Customer's access to the Service or terminate the agreement concerning the Service immediately in the following situations:

- The Service is used in violation of the law or service terms, or in a manner that may cause damage to Maventa, the Service, Maventa's partner, or other customers;
- The Partner has materially breached the service terms;
- The Partner becomes insolvent, applies for or is placed into bankruptcy, liquidation, or corporate restructuring, or otherwise ceases its business operations;
- The Partner has more than one unpaid invoice concerning the Service to Maventa;
- The Partner/End Customer or a person acting in the management of the Partner/End Customer has been convicted or is suspected of violating applicable local law, or (ii) the Partner/End Customer, a person belonging to its management, or a direct or indirect shareholder of the Partner/End Customer is subject to sanctions or embargoes imposed by the EU or the UN at any given time, or the Partner/End Customer conducts business in such a country; or
- Provision of the Service is impossible or unreasonably difficult to a significant extent for more than one (1) month due to a force majeure event affecting Maventa.

Switching

The Partner is entitled to, by giving Maventa a one (1) month written notice (the "Notice Period") to initiate a switch of Partner's or End Customer's data to another data processing service offered by a different supplier than Visma, or to on-premises ICT infrastructure. The Notice Period begins at the end of the calendar month in which the notice was delivered.

Maventa shall accommodate the Partner's request within a transitional period of thirty (30) calendar days (the "Transitional Period") starting after the Notice Period.

- If Maventa, due to technical unfeasibilities, must extend the aforementioned Transitional Period, Maventa shall notify the Partner thereof within fourteen (14) calendar days from the start of the Notice Period. Maventa must justify the technical unfeasibilities and indicate an alternative Transitional Period, which shall not exceed seven (7) months.
- The Partner has the right to extend the aforementioned Transitional Period once by a period it deems more suitable for its own purposes, provided that the Partner notifies Maventa thereof in writing within five (5) calendar days from the expiry of the Notice Period.

During the Transitional Period, Maventa shall:

- a) provide reasonable assistance to the Partner and third parties authorised by the Partner in the switching process;
- b) act with due care to maintain business continuity, and continue the provision of the Software;
- c) provide clear information concerning known risks to continuity in the provision of the data processing services on the part of Visma, if any;
- d) ensure that, in accordance with all applicable laws, a high level of security is maintained throughout the switching process.

After the Transitional Period, the Partner has the possibility, upon request, to retrieve data during a retrieval period of 30 (thirty) calendar days (the "Retrieval Period"), starting from the end of the Transitional Period. The purpose of this is to allow the Partner to ensure that all transferable data has been successfully transferred. It is the Partner's responsibility to notify Maventa in writing by sending a notice of completion of the transfer process ("Switch Completion Notice"), confirming that all data has been retrieved and that the Retrieval Period can be concluded. The Retrieval Period shall conclude on the earlier of: (i) the date on which Visma receives the Switch Completion Notice, or (ii) at the end of the aforementioned maximum Retrieval Period, if no Switch Completion Notice has been sent to Maventa.

The Partner shall pay the fees in accordance with the Agreement until the end of the Transition Period, unless otherwise agreed between the Parties. For the sake of clarity, any prepaid fees for the use of the Service shall not be refunded.

Maventa supports the Partner's transfer process by providing relevant information regarding the transfer of data from Visma's Software. The Partner undertakes to take all reasonable measures to achieve effective switching. The Partner is responsible for the import and implementation of data and digital assets in its own systems or in the systems of the destination provider. The Partner shall provide all necessary information to Maventa to enable Maventa to fulfill its aforementioned obligations.

Information regarding the categories and types of transferable data that can be transferred during the switching process in accordance with this section, as well as data types specific to the Service's functionality that are not transferable, can be found on the Service's website. Maventa is not responsible for the integrity of the transferable data nor for the ability of the Partner or a third party authorized by the Partner to use said data after the switching process.

If the Partner requests Maventa to switch in accordance with this section, Maventa will only be entitled to charge the Partner for the switching process if the request is made before 12 January 2027. These charges shall not exceed the costs incurred by Maventa that are directly related to the switching process.

The Agreement shall be deemed terminated upon the expiry of the Retrieval Period, unless the Parties agree in writing on an earlier termination of the transfer process and the Agreement. If the Partner

terminates the Agreement and does not clearly express in its written notice of termination the intent to exercise its right under this section (Switching), the notice of termination shall be interpreted as a notice of termination in accordance with the section "Term and Termination." If the Partner wishes to transfer any data from Maventa's Service, the notice shall be treated as a request under this section (Switching).

Effects of the termination of the Agreement

The Partner's right to resell the Service shall terminate immediately upon the termination of this Agreement, unless expressly agreed otherwise.

Salary slips are transferred in electronic format from the payroll software to the online salary environment during the processing of payroll, where they are stored for a maximum of 7 years (84 months). The employee can view their salary slips in the online salary environment by accessing the service on the Internet via their online bank. The employee and/or the Partner can delete a salary slip from the Service before the expiry of the storage period. In such a case, the salary slip is permanently deleted and can no longer be restored. Maventa does not store salary slips in the manner described above if paper mail has been selected as the delivery method.

The Partner also has the right to request the deletion of its transferable data and digital assets. Such a request by the Partner is subject to the normal one (1) month notice period of the service terms, and the request for deleting the Partner's and/or End Customers' data and digital assets must be made to Maventa in writing. In this case, Maventa will delete all data generated by the Partner or End Customer, or otherwise directly belonging to the Partner or End Customer, at the latest within six (6) months from the termination of the agreement. Otherwise, the data will be retained in accordance with the retention periods described above.

Maventa will not, however, delete such data if applicable law, regulation, and/or authority requires its retention.

For the sake of clarity, the Partner's or End Customer's accounting material is the Partner's or End Customer's material, which will be destroyed from the Service as described above.

12. Use of References

The Partner has the right to use Maventa's name and logo as a partner reference. Maventa has the right to use the Partner's company and product name and logo for reference purposes.

13. Notifications

Maventa delivers information regarding new features of the Service, changes to prices and/or service terms, planned maintenance measures, and matters concerning the Service on the Service's website, online community, or via email.

The Partner is obliged to provide Maventa with its current contact information at all times, and especially the email address of the primary contact person.

The Partner is responsible for keeping its contact information up to date. All notices are deemed delivered and valid immediately after Maventa has sent or posted them.

14. Assignment of the Agreement

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

15. Entire Agreement

The Agreement contains all that the Parties have agreed upon in this matter and supersedes all prior oral and written offers, materials, and agreements relating to the Software and co-operation.

16. Claims

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

17. Amendments to the terms of service

Maventa has the right to unilaterally update and amend these service terms and their appendices. A change permitted by the service terms to the Service and its service description is not considered an amendment.

Maventa will notify the Partner of amendments to the service terms in advance through the Service or via email. The amendment comes into force at the time specified in the notice, but at the earliest one (1) month after the message regarding the amendment was sent to the Partner.

The agreement continues with the amended content unless the Partner, within one (1) month from the sending of the amendment notice, notifies Maventa that it does not accept the amendment. If the Partner does not accept the amendment, the Parties have the right to terminate the agreement to the effective date of the amendment. The Partner is deemed to have accepted the amendment when they have been informed of the amendment and, after the entry into force of the amendment, continue the resale and use of the Service.

18. Interpretation of the Agreement

If the terms of the Agreement and its appendices conflict, the following order of priority applies:

1. Agreement document or corresponding order form
2. These service terms
3. Data protection appendix

19. Applicable Law and Disputes

Finnish law shall be applied for the Agreement, excluding its provisions on the choice of international law.

The Parties undertake to settle the dispute primarily by seeking an amicable settlement. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The language of the arbitration shall be Finnish and the seat of arbitration shall be Helsinki. The Parties may agree that the language of the arbitration shall be English. The number of arbitrators shall be one.

Appendix 1: Data Processing Appendix

Processing of Personal Data and Data Security

This data processing appendix forms an integral part of the Agreement and regulates the Personal Data processing relating thereto.

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 EU 2016/679 General Data Protection Regulation ("GDPR").

The Partner's End Customer acts as the Controller with respect to the data stored by them in the Software. The Partner acts as the Processor of Personal Data on behalf of the Controller, and Visma acts as the Second Processor. If some of the Personal Data processed in accordance with this appendix the Partner acts as the Controller and Visma as the Processor, the obligations of this appendix shall apply accordingly in such situations, meaning, among other things that Visma will also process the Personal Data on behalf of the Processor, i.e. in this case, the Controller, in accordance with this appendix.

Scope

This appendix regulates the Processing of Personal Data by Visma on behalf of the Partner and outlines how Visma shall contribute to ensure privacy on behalf of the Partner and registered Data Subjects, through technical and organisational measures in accordance with applicable privacy legislation, including the GDPR.

The purpose of processing Personal Data by Visma on behalf of the Partner is to fulfil the obligations according to Agreement.

This appendix takes precedence over any conflicting provisions regarding the Processing of Personal Data in the Agreement or in other former agreements or written communication between the Parties. This appendix is valid for as long as agreed in Appendix A.

Visma's rights and obligations

Visma shall only Process Personal Data on behalf of and in accordance with the Partner's documented instructions. By approving this appendix, the Partner shall instruct Visma to process Personal Data in the following manner: i) only in accordance with applicable law; ii) to comply with any obligations under the Agreement; iii) in the manner specifically determined by the Partner in connection with the normal use of the Visma's services and; iv) as specified in this appendix. Any cost implications of potential other instructions shall always be agreed upon separately in writing.

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

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

Visma shall ensure the confidentiality, integrity and availability of Personal Data are according to the privacy legislation applicable to Visma. Visma shall implement 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.

Visma shall assist the Partner by appropriate technical and organisational measures, insofar as possible and taking into account the nature of the Processing and the information available to Visma, in fulfilling the obligations under applicable privacy legislation of the End Client represented by the Partner with regards to request from Data Subjects, and general privacy compliance under the GDPR article 32 to 36.

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

Visma and its staff shall ensure confidentiality concerning the Personal Data subject to Processing in accordance with this appendix. This provision also applies after the termination of this appendix.

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

Visma will, by notifying the Partner without undue delay, enable the Partner's End Client to comply with the legal requirements regarding notification to data authorities or Data Subjects about privacy incidents.

Further, Visma will to the extent it is appropriate and lawful notify the Partner 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

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

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

Visma might Process Personal data about users and the Partner's and its End Clients' use of the Service when it is necessary to obtain feedback and improve the Service. The Partner grants Visma the right to use and analyze aggregated system activity data associated with your use of the services for the purposes of optimizing, improving or enhancing the way Visma provides the services and to enable Visma to create new features and functionality in connection with the services. Visma shall be considered the Controller for such processing and the processing is therefore not subject to this appendix.

When using the service, the Partner and its End Clients will add data to the Service ("Customer Data"). The Partner acknowledges and does not object to Visma using Customer Data in an aggregated and anonymized format for improving the services delivered to customers, research, training, educational and/or statistical purposes.

Partner's rights and obligations

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

- The Partner has legal authority to process and disclose Visma (including any subprocessors used by Visma) the Personal Data in question.
- The Partner has the responsibility for the accuracy, integrity, content, reliability and lawfulness of the Personal Data disclosed to Visma.
- The Partner has fulfilled its duties to provide relevant information to Data Subjects and authorities regarding processing of Personal Data according to mandatory data protection legislation.

- The Partner shall, when using the services provided by Visma under the Agreement, not communicate any Sensitive Personal Data to Visma, unless this is explicitly agreed in Section A to this appendix.

Use of subprocessors and transfer of data

As part of the delivery of services to the Partner according to the Agreement and this appendix, Visma will make use of subprocessors and the Partner gives its general consent to usage of subprocessors. Such subprocessors can be other companies within the Visma group or external third party subprocessors. All subprocessors are included in Section B. Visma shall ensure that subprocessors agree to undertake responsibilities corresponding to the obligations set out in this appendix.

An overview of the current subprocessors with access to Personal Data can be found in the Visma Trust Centre on this web site: <https://www.visma.com/trust-centre/product-search/>.

Visma may engage other EU/EEA located companies in the Visma Group as subprocessors without the Visma company being listed at Trust Center and without prior approval or notification to the Partner. This is usually for the purposes of development, support, operations etc. The Partner may request more detailed information about subprocessors.

If the subprocessors are located outside the EU or the EEA, the Partner gives Visma authorisation to ensure proper legal grounds for the transfer of Personal Data out of the EU /EEA on behalf of the Partner, hereunder by entering into EU Standard Contractual Clauses (SCCs).

The Partner shall be notified in advance of any changes of subprocessors that Process Personal Data. If the Partner objects to a new subprocessor within 30 days after a notification is given, Visma and the Partner shall review the documentation of the subprocessors compliance efforts in order to ensure fulfilment of applicable privacy legislation. If the Partner still objects and has reasonable grounds for this, the Partner has the right to terminate the Agreement with a 30-day notice period. Due to the nature of the standard service provided by Visma to the Partner in accordance with the Agreement, the Partner cannot require Visma to stop using the subprocessor.

Security

Visma is committed to provide a high level of security in its products and services. Visma provides its security level through organisational, technical and physical security measures, according to the requirements on information security measures outlined in the GDPR article 32.

The Agreement sets forth the measures or other data security procedures that Visma implements in the Processing of the Personal Data. The Partner shall be responsible for the appropriate and adequate security of the equipment and the IT environment under its responsibility.

Audit rights

The Partner may audit the Visma's compliance with this appendix up to once a year. If required by legislation applicable to the Partner, the Partner may request audits more frequently. To request an audit, the Partner must submit a detailed audit plan at least four weeks in advance of the proposed audit date to Visma, describing the proposed scope, duration, and start date of the audit. If any third party is to conduct the audit, it must as a main rule be mutually agreed between the Parties. However, if the processing environment is a multitenant environment or similar, the Partner gives Visma authority to decide, due to security reasons, that audits shall be performed by a neutral third party auditor of the Visma's choosing.

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

In any case, audits must be conducted during regular business hours at the applicable facility, subject to Visma's policies, and may not unreasonably interfere with the Visma's business activities.

The Partner shall be responsible for any costs arising from the Partner's requested audits. Requests for assistance from Visma may be subject to fees.

Term and termination

This appendix is valid for as long as Visma processes Personal Data on behalf of the Partner after the Agreement or as otherwise agreed in Section A.

This appendix is automatically terminated upon termination of the Agreement. Upon termination of this appendix, Visma will delete or return Personal Data processed on behalf of the Partner, according to the applicable clauses in the Agreement. Such deletion will take place as soon as reasonably practicable, unless EU or local law requires further storage. Unless otherwise agreed in writing, the cost of such actions shall be based on; i) hourly rates for the time spent by Visma and ii) the complexity of the requested process.

Changes and amendments

Amendments to this appendix shall be made in accordance with the section 18 'Amendments to the Agreement' of the terms of the Agreement.

If any provisions in this appendix 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

For the avoidance of doubt, the Parties agree and acknowledge that each Party shall be liable for and held accountable to pay administrative fines and damages directly to data subjects which the Party has been imposed to pay by the data protection authorities or authorized courts according to applicable privacy legislation. Liability matters between the Parties shall be governed by the liability clauses in the Agreement between the Parties.

Governing law and legal venue

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

Section A

Data subjects, Types of personal data, Purpose, Nature, Duration

A.1 Categories of Data Subjects

- Customer's employees (salary recipients)
- Customer's users
- Customer's contact persons

A.2 Categories of Personal Data

- Contact information
- Users' log data and IP addresses
- Personal identity code (SSN)
- Bank account details
- Payroll calculation data

A.3 Special categories of Personal Data (Sensitive Personal Data)

In order for Visma to process such data on behalf of the Partner, the types of Sensitive Personal Data in question must be specified below by the Partner.

The Partner is also responsible for informing Visma of, and specifying below, any additional types of sensitive Personal Data according to applicable privacy legislation.

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

A.4 Purpose of the processing

The purpose of Visma's processing of personal data on behalf of the Partner is:

Delivery of services in accordance with the Agreement.

A.5 Nature of the processing

Visma's processing of personal data on behalf of the Partner shall mainly pertain to:

Visma's processing of personal data relates to the delivery of the Service in accordance with the Service Agreement. The processing includes receiving materials containing personal data, storing personal data, and making materials available to users. Processing also includes the deletion of personal data in the manner described in the Service Agreement.

A.6 Duration of the processing

Visma Processes Personal Data on behalf of the Partner for the period specified below:

As long as the Agreement is valid and applicable for the processing of Personal Data.

Section B - Subprocessors

The subcontractors that have access to Controller's Personal data are listed up-to-date at: <https://www.visma.com/trust-centre-products/maventa-epayslip>

Visma may engage other EU/EEA located companies in the Visma Group as subprocessors without the Visma company being listed above and without prior approval or notification to the Controller. This is usually for the purposes of development, support, operations etc.