

Maventa Partner Agreement – E-invoicing

1. The Scope of the Agreement

Parties to this Partner Agreement are Maventa Oy, Business ID 3478209-8 (further "**Maventa**") and Maventa Partner ("**Partner**").

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

2. Definitions

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

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

3. Service Description

The Service consists of an invoice forwarding service with the following functions depending on which of them have been enabled: sending and receiving e-invoices, sending email invoices, service for printing, enveloping and sending paper invoices and scanning service. In addition, Maventa offers additional services to End Clients and Partners that can be separately activated in the Service. Data and materials are transferred between Maventa's and Partner's software using Maventa's API documentation and web service interface. The additional services offered can be either Maventa's own additional services or additional services provided by an external service provider. Maventa is not responsible for additional services or their integrations provided by an external service provider nor their functionalities, maintenance or updates.

Maventa is constantly striving to improve the Service and an up-to-date Service Description is available at:

<https://maventa.fi/service-description/>

The Partner has read Maventa's Service Description before signing the Partner Agreement.

4. Rights and Responsibilities

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

Maventa is responsible for ensuring that the Service is provided in accordance with the Agreement, carefully, and with the professional expertise required by the provision of the Service. Maventa has the right to provide the Service as it sees fit, and to develop and change the content of the Service. Maventa has the right to temporarily suspend the provision of the Service, for a reasonable time, if this is necessary for implementing changes to the Service, and such measures cannot be implemented, at reasonable costs, without suspending the provision of the Service. Maventa shall inform the Partner, well in advance, of any suspension of the Service referred to in this section, and of the duration of such a suspension.

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

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

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

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

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

The Partner shall have the right to use the Service in accordance with this Agreement, the law and good practice. The Partner is responsible for ensuring that the Partner's tasks and responsibilities are conducted carefully, and according to the Agreement. The Partner shall be responsible for ensuring that each End Client using the Service under this Agreement has accepted Maventa's Terms of Service before using the Service and complies with the while using the Service. The Partner shall be responsible for the content of information and instructions given to Maventa. If the information affecting the pricing of the Service provided by the Partner is found to be incorrect, Maventa shall be entitled to recover the Partner the charges based on the correct information retroactively. Maventa is under no obligation to refund any service charges charged on the basis of insufficient or outdated details submitted by the Partner. The Partner must prevent unauthorised access to the Service and its unauthorised use. The Partner is responsible for the data communications and other similar costs connected to the use of the Service. The Partner is responsible for the data security of its own information system and communications network. The Partner is responsible for the content, accuracy and legality of the data saved in the Service. The Partner is responsible for the accuracy of the files and other information processed on the Service. The Partner is a processor referred to in the Personal Data Act and Maventa is a sub-processor. The Partner is responsible for the material stored on the Service and for ensuring that the material does not violate the rights of third parties or the legislation in force at any given time.

5. Price and invoicing

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

Maventa has the right to change the pricing, pricing model and payment grounds of the Service. The price for the Service shall be in line with the valid price List, as applicable, unless otherwise agreed upon, in writing, between the parties. Maventa has the right to adjust the price List by reporting this no later than 30 days before the change takes effect. Any price increase shall be reported to the Partner by sending the amended price list via email. The change shall have no effect on the service charges of invoicing periods prior to its entry into force. Any cost increases arising from laws, decrees, or measures taken by the authorities shall increase the prices immediately, from the date when such regulations take effect. Value-added tax (VAT) is added to the service charges in accordance with the provisions valid at the time. If the amounts or imposition grounds of public fees imposed by the authorities change because of an amendment to a provision or taxation practice, the service charges shall change accordingly.

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

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

The Service Charges shall be remitted based on an invoice. The term of payment is 14 days net, and any remarks on the invoice must be presented within eight days of the invoice date. If the Partner fails to pay the fees or the payment is late, Maventa reserves the right to suspend the Partner's right to use the Software or limit the Partner's access to read-only access and charge the maximum penalty interest permitted by law. Unpaid invoices will be transferred to debt collection. If the situation is not resolved within a reasonable time, Maventa reserves the right to terminate the Service and terminate the Partner's user right to the Software.

6. Intellectual Property Rights

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

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

Nor will Maventa be responsible for any claim that

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

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

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

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

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

7. Limitation of liability

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

In addition to the aforementioned, Maventa's liability for compensation based on the Maventa Agreement is limited in such a way that individual damage with a value of no more than 10 euros is not compensated, nor is more than one damage together unless the total amount of damages is at least 50 euros.

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

The limitation of liability does not apply to damage caused intentionally or through gross negligence.

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

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

8. Validity and termination of the Agreement

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

Unless otherwise agreed upon in writing each Party has the right to terminate the Agreement with one month (1) period of notice by informing the other Party in writing or via email (sales@maventa.com). The period of notice is calculated from the last day of the calendar month during which the termination was performed. The termination shall not relieve the Parties of their obligations under the Agreement.

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

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

shall be obliged to notify Maventa immediately upon receiving such request after which the transfer shall take place as soon as possible.

9. Amendments to the Agreement

Visma has the right to update and amend these terms of agreement unilaterally by reporting any amendments via email at least 30 days prior the amendment takes effect. The Partner has the right to terminate the Agreement in such a case with a notice period of 30 days or when the amendment enters into force.

10. Interpretation of the Agreement

This Agreement consists of the following documents:

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

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

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



Maventa E-invoicing: Terms of Service

Version: 4.0 1.3.2024

General

These Maventa's E-Invoicing Service Conditions ("**Maventa's Service Conditions**") shall form an integral and inseparable part of every Agreement regarding the Service. These Maventa's Service Conditions consist of (1) Maventa's Special conditions and complementing, where applicable, (2) Maventa's General Conditions and (3) Data Processing Appendix. In case of conflict between the conditions, the Special Conditions shall supersede the General Conditions. [The Service Description](#) shall complement Maventa's Special Conditions and Maventa's General Conditions.

These Maventa's Service Conditions shall be applied to all use of the Service regardless of whether the Customer or the End Client enters into an agreement with Maventa, a Partner or an Accounting Office. In all situations, the Customer or End Client must accept these Maventa's Service Conditions prior to starting to use the Service. Due to the nature of the Service, a separate order confirmation cannot be provided in all situations. In such situations, the Agreement is concluded when the Customer has accepted these terms and conditions and will start using the Service.

The Service consists of an invoice forwarding service consisting of the following functions depending on which functions the Customer enables in the Service: sending e-invoices, receiving e-invoices, sending invoices via email, printing service for printing, enveloping and sending paper invoices and scanning service. In addition to invoice transmission, Maventa offers additional services that can be separately activated in the Service, such as Maventa Receivables Management.

1. Maventa's Special Conditions

Maventa's rights and responsibilities

Maventa shall have the right to store, use and transfer Customer's material when it is necessary for the production/delivery of the Service. Maventa shall have the right to provide the Customer with additional services independently and together with third parties.

Maventa is responsible for the accuracy of the Maventa API documentation and for maintaining, updating and operability of the interface.

Maventa shall not be responsible for the content, correctness and appropriateness of the invoices forwarded.

Maventa may reject an e-invoice due to incomplete information, a form error or intermediary-specific requirements. Rejecting an e-invoice also causes the attachment message to be rejected.

Customer's rights and responsibilities

The Customer undertakes not to forward undue invoices and/or attachment messages via the Maventa Service.

The Customer or the Partner is responsible for integrating Maventa Service into the Customer's application using the Maventa API documentation or Maventa Connector service. The Customer is additionally responsible for the maintenance, changes and functionality of the integration.

The Customer may include links in the e-invoice. The link shall not contain confidential customer information in plain language, such as social security number, account number or bank card number. The Customer is responsible for the links, their operation, the content of their service and that the information security of the intermediary, its customer or a third party is not compromised by the use of the links. Customer-specific information displayed via the links must be adequately secured.

Maventa shall have the right to block the use of the links if they compromise the security of transactions or are against the law or good manners.

The Customer undertakes to handle the submission addresses carefully. The Customer shall not transfer the submission addresses to third parties nor use them for any other purpose than transferring e-invoices. The Customer undertakes to store the information concerning the recipient in accordance with good data processing practice in a way that no third parties have access to them.

The Customer shall not pass on the e-invoice material to a recipient who has not agreed to receive the material.

The Customer shall accept the e-invoice as received when it is available on the Maventa Service. The sender of the invoice is not obliged to deliver the invoice forwarded as e-invoice to the recipient in any other form.

Use of the Service

If the Customer uses the Service through a service or software provided by a third party and wishes to change the service provider in question, the Customer must ensure that the previous service provider has terminated the Service.

Price and invoicing

Maventa is entitled to charge the Customer for the Service in accordance with the price list valid at the time. Maventa may have resellers/partners who enter into an agreement with the Customer for the use of the Maventa Service and charge the Customer on behalf of Maventa. Resellers may invoice prices for the use of the Service that differ from the Maventa's price list by agreeing to this with the Customer.

Maventa is entitled to change the pricing and payment grounds of the Service. The price for the Service shall be in line with the valid price list, as applicable, unless otherwise agreed upon, in writing, between the parties. Maventa has the right to adjust the price list by reporting this no later than 30 days before the change takes effect. Any price increase shall be reported to the Customer by delivering the changed price list via email. The change shall have no effect on the service charges of invoicing periods prior to its entry into force. Any cost increases arising from laws, decrees, or measures taken by the authorities shall increase the prices immediately, from the date when such regulations take effect. Value-added tax (VAT) is added to the service charges in accordance with the provisions valid at the time. If the amounts or imposition grounds of public fees imposed by the authorities change because of an amendment to a provision or taxation practice, the service charges shall change accordingly.

The invoicing period is a calendar month and the payment term is 14 days net, and any remarks on the invoice must be presented within eight (8) days from the date of receipt by the Customer.

If the Customer fails to pay the fees or the payment is late, Maventa reserves the right to suspend the Customer's right to use the Software or limit the Customer's access to read-only access and charge the maximum penalty interest permitted by law. Unpaid invoices will be transferred to debt collection. If the situation is not resolved within a reasonable time, Maventa reserves the right to terminate the Service and terminate the Customer's user right to the Software.

The Service may be closed if the Customer's invoice amount is overdue for more than 3 months and the interest accrued have not been paid in full. The closed service shall open when the outstanding amount including interests have been registered as fully paid.

Limitation of liability

The maximum amount of the total liability based on the Maventa Agreement shall not exceed the total amount of service charges charged from the Customer during the three (3) months preceding the breach of the agreement.

In addition to the aforementioned, Maventa's liability for compensation based on the Maventa Agreement is limited in such a way that individual damage with a value of no more than 10 euros is not compensated, nor is more than one damage together unless the total amount of damages is at least 50 euros.

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

The limitation of liability shall not apply to damages caused intentionally or through gross negligence.

Maventa is not liable for any direct or indirect damage caused to the Customer based on the misuse of the service, possible data breach beyond Maventa's control or other unintentional or intentional misuse of the service, system failure or other cause.

Validity and termination of the Agreement

The Agreement shall remain in force until further notice. The Customer has the right to terminate the Agreement with one-month period of notice by notifying Maventa in writing (such as via email to support@maventa.com). The corresponding period of notice for the supplier is three months.

Maventa is entitled to close the Service or cancel the Agreement with immediate effect if the Customer is declared bankrupt or becomes permanently insolvent.

Maventa is entitled to cancel the Agreement or terminate the Service with immediate effect if the Service is used against the Agreement, the Service or Maventa's Service Conditions or for illegal purposes or in a way that may cause damage to the Service, Maventa, Maventa's contractual partners, Customers, third parties or collaterals.

The contractual term shall in addition be deemed to have ended if the Customer has not used the Service during the previous 12 months. Maventa shall close the account and delete customer information and personal data.

Upon the cessation of Maventa's legal basis for processing Customer's data for any reason, such as termination of the customer relationship, Maventa shall, upon request, return Customer's personal data to Customer and delete it from the systems, unless the mandatory provisions of law require Maventa to retain such data. In such a situation, Maventa shall take care of the protection of the data in accordance with the Service Conditions. After deleting the Customer's data, Maventa no longer has any related obligations to the Customer.

Data return: The Customer may request the return of the Customer's data no later than 30 days after the termination. If more than 30 days have elapsed since the termination, it is possible that the data has been irrevocably deleted. Maventa will return the Customer's data in the form determined by itself, at the time chosen by it and using the delivery method specified by Maventa. The form, time and method of data return may differ between Software: Contact Maventa (or your Partner) well in advance of termination in order to plan and execute data return. Maventa reserves the right to charge its standard price for the return of data. Some Software has functionality for data transfers that can be executed by the Customer.

Responsibility for retaining accounting records

Maventa shall not in any way be responsible for Customer's obligation under the Finnish Accounting Act (1997/1336, as amended) or any other legislative obligation in connection with the retention of accounting records or any other statutory obligation to retain material or information concerning the Customer. The Customer acknowledges that it is itself responsible for retaining its own accounting records as required by law. The Customer shall take the necessary copies of the material from the Service during the validity of the customer relationship. The Customer acknowledges that Visma may delete the Customer's material after the expiration of the Agreement, for example after the Customer or Maventa has terminated the Agreement, The Agreement has cancelled, or the Customer has not used the Service for twelve (12) months.

Use of references

Maventa shall have the right to use Customer's name and logo as a reference.

Contact information

Maventa's Customer's primary contact channel is email to support@maventa.com. This address is recommended to be used in all questions related to the service, information security, etc.

Claims

All claims towards Maventa, 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.

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.

Amendments to the terms

Maventa shall have the right to amend and update these terms unilaterally by notifying this in the Software, on the Software website, in the online community, or by email at least 30 days prior the amendment takes effect. The Partner has the right to terminate the Agreement in such a case with a notice period of 30 days or when the amendment enters into force.

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.

The dispute arising from this Agreement shall be finally settled in arbitration proceedings in Finnish in accordance with the rules of the Arbitration Board of the Central Chamber of Commerce, in which case the arbitral tribunal shall consist of one (1) arbitrator appointed by the Arbitration Board of the Central Chamber of Commerce.

If there is any ambiguity in the interpretation of the Finnish-language and non-Finnish-language Service Conditions, the Finnish-language terms and conditions shall prevail.

2. Maventa's General Conditions

Definitions

1. General terms

- 1.1 Order
- 1.2 Notifications
- 1.3 The Software

2. Right of Use

- 2.1 Customer
- 2.2 API and Development Accounts

3. Use of Data

4. Miscellaneous

- 3.1 Confidentiality
- 3.2 Intellectual Property Rights
- 3.3 Warranty
- 3.4 Liability
- 3.5 Indemnification
- 3.6 Governing law and dispute resolution

Definitions

Terms may also be used in the plural, e.g. "Parties" or "Users".

Term	Definition
Affiliate	A legal entity that (i) a Party directly or indirectly controls, (ii) directly or indirectly controls a Party or (iii) is directly or indirectly under common control with the Party. A legal entity shall be deemed to be controlled by another if that other legal entity has more than fifty percent (50%) of the votes in the entity and is able to direct its operations.
API	Application Programming Interface
API Credentials	Keys, tokens or other credentials used to authenticate, access and use a Maventa API.
API Documentation	Documentation, data and information regarding the use of a Maventa API.
Customer	The entity as defined in the Order Confirmation that has entered into this agreement with Maventa.
Customer Data	Data belonging to the Customer (or Users) and processed by the Software, such as customer databases, invoices and other production data.
Data	A collective term for Customer Data and Usage Data, including personal data, data sets, as applicable in context.
Development Account	An account whereby an ISV is granted access to Development Environments for the purposes of testing, developing and supporting Integrated Applications.
Development Environment	A software development and operations environment provided by Maventa for the testing, development and support of Integrated Applications.
End Client	A Client who uses the Service via Maventa or Partner.

Fee(s)	The fees due to Maventa from the Customer for the right of use for the Software.
Including	Unless the context requires otherwise, the term “including” means “including but not limited to”.
Integrated Application	A non-Maventa software application or service integrated with the Software using a Maventa API.
Intellectual Property Rights or IPR	Any and all intellectual and industrial property rights, whether or not registered or registerable, including, but not limited to: (i) patents, processes, and technology (whether patentable or not); (ii) know-how, trade secrets, business models, and other confidential information; (iii) authors' rights (e.g., in computer software, source and binary code and documentation), design rights, database rights, compilation of data, and technical information of all kinds; (iv) copyrights, trademarks, trade names, and domain names; and (v) other rights of a similar kind, whether or not registered or registerable, including all applications or rights to apply for, and renewals or extensions of, such rights and all similar or equivalent rights.
Internal Business Operations	In a non accounting office scenario, solely the Use of the Software to support the Customer’s own internal operations and/or administration, such as accounting and payments. “Internal Business Operations” shall not include operations and activities related to offering or making the Software available for third parties and similar activities.
ISV	Independent Software Vendor
Limited Licence	A limited, non-transferable, non-exclusive, and fully revocable right.
Maventa (or Visma)	The company as defined in the Order Confirmation or in the Agreement, with which the Customer has entered into this Agreement.

Maventa API	An API for the Software, provided by Maventa for the purpose of integrating third party software applications and services.
Module	A functional package within the Software, such as a logistics module or report builder. Modules may have to be Ordered separately.
Order	An order for the Software (including Users and Modules), including self-service ordering from within the Software, or registering for a Development Account.
Order Confirmation or (separate) Agreement	A confirmation from Maventa specifying the Software (including Users and Modules) and Fees of the Customer's Order and any additional terms and conditions that apply for the particular Software the Customer has ordered.
Partner	A software company or other business partner who resells the Service and offers to End Clients for example financial software and/or human resources and payroll software and/or is charged for the use of the Service.
Party	Maventa or the Customer, together as "Parties".
Software or Service	The Software application and related services, such as data storage from Maventa, including Users and Modules, as well as versions, changes, and upgrades, and related activities, such as third-level support.
Software Documentation	Documentation describing Software features, functionality and configuration, such as manuals and help files.
Subscription Period	The time period for which the Fees grant the Customer a right of use for the Software.
Third Party Component	Software or IPR from a third party that is provided by Maventa as part of or in connection with the Software.
Usage Data	Certain data collected from and/ or generated from the Software and the use thereof.

Use	Any and all lawful actions performed on or with the Software by the Customer (including Users) or on its behalf.
User	A named individual user of the Software. Users may be employees of the Customer, or anyone granted a User account by the Customer, such as a consultant or accountant, or a Development Account user.
Visma Group	Visma AS and all its subsidiaries, either directly owned by Visma AS or indirectly through one of Visma AS' subsidiaries or Affiliates.

1. General terms

1.1 Order

- 1.1.1. The Customer orders the Software from Maventa through an Order, either directly by phone, email, webpages, in-product web shops, or through a Partner with their procedures for providing End client access to the Software.
- 1.1.2. These terms of service (the “Terms of Service” or “TOS” or “Maventa Service Conditions”) are standard terms that govern the use of the Software. By: (i) placing an Order, (ii) signing the Order or the TOS, or (iii) clicking or marking “I accept”, the Customer understands and accepts that the Customer enters into a legally binding agreement (as defined below) with Maventa which, unless otherwise set out in the Order Confirmation, becomes effective once Maventa issues an Order Confirmation. Maventa is not bound by the agreement before Maventa has issued an Order Confirmation and may, at its own discretion, choose not to execute a contract with the Customer at any time before the Order Confirmation is issued. Only individuals with administrative, purchasing and representation rights for their company may do so.
- 1.1.3. The following information may appear in the Order Confirmation and invoice, depending on Software:
1. The name of the Visma Company the Customer is contracting with.
 2. Software, Users and Modules the Customer has Ordered.
 3. Fees for the Software Ordered.
 4. Termination terms for a subscription or the customer relationship.
 5. Any additional terms and services as agreed between the Parties.
- 1.1.4. Unless specifically agreed otherwise in writing between the Parties, Maventa’s Service Conditions and Order Confirmation and/or Partner Agreement constitute the entire agreement between the Customer and Maventa (together “the Agreement”). The Agreement prevails in the event of a conflict between the Agreement and any other agreement entered into between the parties. Other services from Maventa or a Partner, such as training, implementation or customisation, are not covered by the Agreement, unless otherwise agreed in writing. Maventa has the right to assign its rights and obligations under the Agreement to a third party without the Customer’s consent.
- 1.1.5. Maventa may change the Agreement at its discretion in accordance with 1.2.1 and 1.2.2. The TOS will always include the date of the last update. The changes become effective as of the date set out in the relevant notice. The Customer’s continued use of the Software after the changes have become effective constitutes the Customer’s acceptance of the changes. If the Customer objects to any changes to the Agreement, the Customer may terminate the Agreement in accordance with Maventa’s Special Conditions.

1.2 Notifications

- 1.2.1 Information about new features, price changes or planned maintenance, will be delivered inside the Software, on the Software's web pages, online community or by email.
- 1.2.2 Notifications regarding Order Confirmations, contract changes (other than changes mentioned in section 1.2.1), information of particular importance, security or privacy, will be sent to the Customer's contact email.
- 1.2.3 The Customer is responsible for providing Maventa with at all times up to date contact information, including a primary contact email.
- 1.2.4 All notices are deemed notified when sent or posted by Maventa.

1.3 The Software

- 1.3.1 The Customer purchases a right to use, and is granted access to as set forth in these Maventa's Service Conditions, the Software as it is made available online by Maventa, or installed on the Customer's computers. Software installed on the Customer's computers may contain embedded online components and Software. The Customer must not reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code from the Software or parts thereof.
- 1.3.2 Maventa provides operational support free of charge for login- or account issues or functional issues in the Software. Additional support, such as user training, consulting or implementation may be purchased separately from Maventa or a Partner.
- 1.3.3 The Software is provided "as is" as standard software, without any expressed or implied representations or warranties of any kind. The Customer may access and use online Software as it is provided at any given time, such Software is not contingent on a particular version nor publications or materials. When Software is installed on the Customer's computers, the Customer is responsible for using a supported version.
- 1.3.4 Maventa reserves the right to make improvements, add, change or remove functionality, or correct issues or omissions in the Software at its sole discretion without any obligation or liability accruing therefrom. In the event a modification disables functionality that forms a material part of the Software permanently or for more than two months, the Customer may terminate the subscription only for the affected Software, and request a pro-rated refund for any remaining Fees paid in advance for the affected Software.
- 1.3.5 Maventa has the right to discontinue any Software or its availability in a particular market on twelve months prior notice, unless the discontinued service is caused by force majeure circumstances outlined in section 4.4, where shorter notice periods may apply. The Customer is entitled to request a pro-rated refund for any Fees paid in advance for the period following the discontinuation. The Customer must cease using the Software after notified discontinuation and is not entitled to make any further claims against Maventa.

- 1.3.6 Certain Software may be subject to additional terms or restrictions, such as limitation on storage space or transactions. Some features, such as payment, may require separate registration on websites, as specified in the Order Confirmation or within the Software.

Specific terms concerning payment, reporting and financial services

- 1.3.7 The Customer authorises Maventa to, on the Customer's behalf, place and authenticate invoices, payments, governmental reports (e.g. SAF-T) and information such as bank statements, made by or sent to the Customer using the Software, between the Customer's banks, authorities, and other business-to-business and business-to-consumer relations. Certain payment Software may assign API Credentials to the Customer used to access, identify and authorise the Customer's account, and Use of the Software with the payment API. The Customer is responsible for notifying its banks or other parties of the above authorisation, and accepts any charges incurred from its banks or other related parties when using the Software. If Maventa is invoiced by any such third party when providing the Software, Maventa will re-invoice the Customer for said charges.
- 1.3.8 Maventa uses invoice networks, including third party networks, such as the PEPPOL network, bank- and mobile payment suppliers and other document and payment networks, as well as third parties for processing invoices, payments and documents, for example for scanning paper invoices. PEPPOL is an international network for electronic exchange of invoices and other business documents, further information and contact points can be found at the PEPPOL web pages (www.peppol.org). For an up to date list of third parties, and Maventa contact details, please see <https://www.visma.com/trust-centre/product-search/>. The Customer authorises Maventa to exchange payment profile information, invoices and related business documents and data with such networks and providers as necessary to provide the Software, financial services modules and add-ons. Certain invoice networks such as PEPPOL and other financial services modules or add-ons to the Software, including linked or affiliated third party services, may also require subjecting the Customer to personal identification and other customer due diligence requirements, often referred to as a Know Your Customer (KYC) processes, and/or a credit check or credit score check processes. The Customer accepts that completing, updating and sharing data for a KYC process or credit checks may be a premise for accessing such networks and making use of the Software.
- 1.3.9 The Customer remains fully responsible for the business content of the datasets exchanged with such networks as mentioned in section 1.3.8, including compliance with applicable laws and regulations, as well as for any resulting business commitment. The Customer can be blocked from networks such as the Peppol network in case of suspected fraud, spam or other criminal acts. The Customer may notify Maventa in writing not to be registered in the address registers of such networks or notify not to use all or some financial services modules and add-ons, and acknowledges such reservation may limit or disable the Software functionality in whole or in part.

2. Right of Use

2.1 Customer

- 2.1.1 Subject to the Customer's compliance with the Agreement, Maventa grants the Customer, and its Affiliates (if Affiliates are included in the Order Confirmation), a Limited Licence to access and Use the Software, solely for Internal Business Operations.
- 2.1.2 The Customer is responsible for the legality of User actions and administration, integrations by third parties and for the Customer Data. The Customer must not, and undertakes to ensure that Users, and any other third parties the Customer is responsible for, do not transfer harmful code, unlawful data or viruses to or with the Software, or use the Software in or for any unlawful manner or purpose or in breach of the Agreement.
- 2.1.3 User accounts are for single named individuals and may only be assigned to third parties performing normal usage of the Software on behalf of the Customer, such as accountants, auditors, and consultants.
- 2.1.4 The Customer will not share usernames and passwords to user accounts to any third party without Maventa's written consent.
- 2.1.5 For avoidance of doubt, the Customer, its Affiliates, or any other third parties the Customer is responsible for, may not assign or transfer any rights or obligations under the Agreement, including the Limited Licence to the Software, to any entity in whole or in part, including in connection with mergers, demergers or bankruptcy or to the Customer's stakeholders, without prior written authorisation from Maventa.

2.2 API and Development Accounts

General

- 2.2.1 The Customer or the Partner is granted a limited, non-exclusive, revocable, non-transferable and terminable right to Use the Visma APIs to integrate non-Visma software applications with the Software (Integrated Application).
- 2.2.2 Maventa APIs are provided "as is" as described in 1.3.3. Maventa shall strive to inform about changes to API's in advance according to 1.2.1, however, Maventa reserves the right to make modifications to or discontinue the Maventa APIs, and/ or support thereof, at its sole discretion at any time, and without any obligation or liability accruing therefrom. Modifications may require that the Integrated Application use a supported version of the Maventa API (supported versions may vary from API and API and is described in the API Documentation).
- 2.2.3 Maventa reserves the right to charge Fees for any Visma API or Development Environment in the future, including making the right of use contingent upon payment of such Fees.
- 2.2.4 Maventa claims no ownership or control over the Customer's or Partner's or ISV's applications or systems c.f. 1.1.1, except to the extent such applications or systems contain intellectual property from Maventa, see section 4.2.

2.2.5 Any unauthorised Use of an API and/or Development Account or Development Environment may result in immediate inactivation of the account, revocation of the right of use granted and may also result in termination c.f. Maventa's Special Conditions.

2.2.6 The Customer may terminate the right of use for the API at any time by discontinuing use of the Maventa APIs.

Security

2.2.7 The Customer shall ensure that the Integrated Application and related systems, such as web servers and databases, are configured to provide appropriate security through organisational, technical and physical security measures, designed to ensure the confidentiality, integrity, availability and resilience of the application, Software and any Data

2.2.8 Any Breaches of security or Data, such as an intrusion or unauthorised access, or discovery of a vulnerability, shall be reported by the Customer without undue delay to support@maventa.com as well as responsible disclosure@visma.com, in accordance with the Responsible Disclosure Policy, available at www.visma.com/trust-centre/smb/operational/responsible-disclosure. If the communication is of a sensitive or confidential nature, the Customer may encrypt the report using Maventa's PGP-key, which is available from the same page.

Acceptable use of Maventa APIs

2.2.9 Any Use of Maventa APIs may not be in violation of any law or regulation or the individual rights of any person, such as privacy rights and intellectual property rights.

2.2.10 Any Integrated Application shall be of a complimentary or value-added nature to Maventa's services and customers.

2.2.11 Maventa APIs may be used for commercial purposes, however:

a) Direct access to or use of the Maventa API may not be provided, sublicensed, sold, transferred or otherwise made available to third parties (except users of the Integrated Application), nor circumvented.

b) Data may not be aggregated or syndicated from Maventa APIs for the purposes of selling, transferring or otherwise making such Data, in any form, available to parties other than users of the Integrated Application for the internal business purposes of such end users.

2.2.12 No advertising or other third-party content may be placed in Maventa's Software. Data or other content from Maventa's Software may not be used for advertising (including in particular profiling, in the Integrated Application or elsewhere).

2.2.13 The Customer or ISV shall not transfer or process harmful code, data or similar (such as viruses) to or with the Maventa API, nor use the Maventa API for unlawful or malicious purposes.

2.2.14 The Customer may not give the impression that it or its Use of the Maventa API is associated with, sponsored by or endorsed by Maventa, except after express prior approval from Maventa.

Development Accounts and Development Environments

- 2.2.15 The Partner or the Customer is granted a limited, non-exclusive, revocable, non-transferable and terminable right to Use Maventa's Development Environments and Maventa API to integrate, develop, test and support the ISVs or its customers Integrated Applications, or the Customer's Integrated Applications, or such software applications not yet integrated for the purpose of integrating it, with Software from Maventa. (Development Account).
- 2.2.16 Documentation, data and information regarding the use of the Maventa APIs (API Documentation) and Development Environments, is made available during the registration process, and updated according to 1.2.1. It is the Partner's or the Customer's responsibility to keep up to date with and abide by such documentation. Such documentation may vary from API to API and environment to environment.
- 2.2.17 In the event of conflict between any additional terms and conditions for a particular Development Environment and/ or API Documentation and the TOS, the additional terms and conditions shall supersede the TOS.
- 2.2.18 After registering for a Development Account, the Partner or the Customer will be provided with the necessary security keys, tokens or other credentials in order to access and use the Maventa Development Environments, the Maventa APIs, and to enable Maventa to authenticate and associate ISV's API-activity with the Integrated Applications and use thereof (API Credentials).
- 2.2.19 API Credentials, their confidentiality and all Use thereof, and all Use of Maventa's Development Environments, are the responsibility of the Partner or the Customer. API Credentials shall be kept confidential and may not be sublicensed, sold, transferred, or otherwise made available to third parties, nor circumvented.
- 2.2.20 Development environments may not be used as production environments, and shall solely be used for testing, development, and support of Integrated Applications. If the development environment supports test accounts, the test account must not interact with any non- test accounts.
- 2.2.21 The Partner or the Customer shall not transfer or process harmful code, data or similar (such as viruses) to or with the Development Environments, nor use the Development Environments for unlawful or malicious purposes.
- 2.2.22 Development Environments are provided "as is" as described in 1.3.3. Maventa will strive to inform about changes to development environments in advance according to 1.2.1, however, Maventa reserves the right to make modifications to, delete, restore, or discontinue any Development Environment or part thereof including data, and/ or support thereof, as well as placing limits and restrictions on e.g., data use, at its sole discretion at any time, and without any obligation or liability accruing therefrom.
- 2.2.23 The Partner or the Customer shall not obfuscate or hide any Maventa communications, sign-in functionality or authorisation flows from users, nor communicate with users in a manner that may be reasonably likely to confuse users as being a message from Maventa or Maventa personnel.

- 2.2.24 If the Integrated Application is used by others outside the Partner's or the Customer's organisation, the Partner or the Customer shall maintain an appropriate user agreement and privacy policy for the application, having regard to the Partner's and/or Customer's obligations according to the TOS.
- 2.2.25 Maventa APIs and the API Credentials, may not be used to assist or enable governmental authorities to gain access to Data in a manner that would constitute breach of Maventa's general obligations of confidentiality for its customers Data or obligations as a Data Processor, such as by avoiding serving the legal process directly to Maventa.

3. Use of data

- 3.1 When using the Software, the Customer, Users, Clients, and other third parties using the Software on behalf of the Customer, including Affiliates, if applicable, will add Customer Data to the Software and generate Usage Data, collectively referred to as Data. Data may contain both personal data and non-Personal Data. The data protection appendix describes in more detail how Maventa processes personal data.
- 3.2 Data consists of:
- a) *Technical information and traffic data (Usage Data)*, such as the type of operating system, browser type, device, browser language and IP address;
 - b) *Customer- or user- generated data (Usage Data)*, such as page views, clicks, inactivity, session durations, number of sent invoices, expenses filed, accounting years created, password resets, context and content of support tickets, chat boxes, security logs and similar; and
 - c) *Production data (Customer Data)*, such as images, files, invoices or any data included in the Software by the Customer as part of using the Software.
- 3.3 The Customer hereby grants Maventa and its Affiliates a non-exclusive and transferable right to access and use the Data for the following purposes:
- a) *Software and user experience improvement*, typically by aggregating and analysing usage patterns and indicated needs brought by the Users, Customers and Clients, enabling individual or customised user experiences by, for instance, offering to enable relevant additional modules or services tied to the Software based on user patterns, suggest more efficient ways of making use of the Software by analysing the usage of the Software, or otherwise enhance the Software and features thereto.
 - b) *Marketing and displaying relevant information*, for example for complimentary or value-adding Software or new features, seek to avoid providing marketing for Software the Customer has already subscribed to and providing relevant market updates or information within the Software to educate Customers and Users.
 - c) *Security and related purposes*, for example by analysing session and login data, incident records and similar in order to prevent, investigate and document security issues and incidents and improve the security of the Software.

- d) *Statistics and research*, typically by analysing the amount and trend of invoices, payments or expenses etc. going through our systems, including the Software, using such aggregated and anonymous statistics in general marketing and reporting, and as part of developing value-adding Software such as additional modules, features or services tied to the Software.
 - e) *Compliance*. Maventa may use Data for compliance purposes, for example by logging when a Customer accepts the TOS, fulfilling KYC or credit check purposes according to legislation or as part of operating the Visma security program.
 - f) *Contractual obligations*. Maventa may use the Data for the purpose of fulfilling its contractual obligations towards the Customer.
- 3.4 Maventa may also use relevant information from public or commercially available sources and registers, and combine such information with Data as outlined above.
- 3.5 To the extent the Data contains personal data, Maventa undertakes to process such personal data in accordance with the data processing appendix, if Maventa is the processor with respect to the relevant personal data. To the extent personal data is part of such Data processing, it shall primarily be anonymized, because identifying named individual users is seldom of any relevance for these purposes. If anonymization is not possible, due to technical or practical reasons, Maventa shall take alternative compensating measures to enhance protection.
- 3.6 Maventa may share Data with its Affiliates, vendors and Partners in order to deliver the Software and fulfil the purposes outlined in section 3.3, including offering additional modules, services and add-ons, service improvements and comply with the rights and obligations according to the TOS. The Data may be shared with third parties as a part of a commercial cooperation tied to the Software, typically to develop and offer additional modules or add-ons to the Software.
- 3.7 Maventa will only share Data with public authorities or other third parties in the following situations:
- a) to comply with law or regulation, or to respond to a legally binding request such as a court order or warrant;
 - b) to deliver the Software according to this TOS;
 - c) to investigate or prevent security threats or fraud; or
 - d) a reorganisation, merger, sale or purchase of Visma in part or whole, where Confidential Information may be disclosed to other companies in the Visma Group, or to prospective purchasers and trusted advisors, that observe the obligations set forth herein by entering into a confidentiality agreement.
- 3.8 Maventa will promptly notify the Customer of requests from governmental authorities regarding disclosure of Data, unless such notification is legally prohibited or if such notification is taken care of by the governmental authorities themselves.
- 3.9 Maventa is entitled to compile, collect, copy, modify, publish, assign, combine with other data, and otherwise use anonymous and aggregate data generated from or based on Data both during and after the termination of the agreement between the Customer.

4. Miscellaneous

4.1 Confidentiality

- 4.1.1 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.
- 4.1.2 Confidential Information does not include a) information the recipient can demonstrate was in the recipient’s possession or knowledge prior to entering into the TOS; 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.
- 4.1.3 Maventa may disclose Confidential Information to Affiliates, Partners, subprocessors, or subcontractors to the extent necessary to provide the Software according to the TOS. The Confidential Information may also be shared for the purposes mentioned in section 3.6.
- 4.1.4 The confidentiality obligations set out in this section 4.1 lapse three years after the expiry of the Agreement, unless otherwise is stipulated by law or regulations.

4.2 Intellectual Property Rights

- 4.2.1 Maventa, or its licensors where applicable, is the owner of, and retains ownership to, the Software and all related Intellectual Property Rights in and to the Software and any other services provided under the TOS, including any IPR arising out of Maventa’s processing of Data. With the sole exception of the Limited Licence(s) explicitly granted to the Customer under the Agreement, nothing in the Agreement constitutes a transfer of, or licence to, any IPR from Maventa or its licensors to the Customer.
- 4.2.2 Where IPR from a third party is part of the Software provision (“Third Party Components”), such Third Party Components are also subject to the TOS, unless separate terms are supplied, in which case the licensing terms for the Third Party Component shall prevail. If the Third Party Component is open source, then under no circumstance shall the Software, except for the Third Party Component, be deemed to be open source or publicly available software. Where a Third Party Component requires Maventa to provide licence or copyright attribution, this will be available from the “About box” in the Software or Software Documentation.
- 4.2.3 To the extent Maventa not already has the exclusive ownership thereto, the Customer hereby irrevocably and perpetually assigns to Maventa the worldwide, fully-paid-up, and royalty-free ownership of: (i) anonymised and aggregated Data; and (ii) all rights, titles, and interests, including Intellectual Property Rights, in and to, any application programming interfaces accommodating the

integration of the Software with other platforms or software, and other developments designed to facilitate the interaction between the two, if not solely developed and implemented by the Customer. The preceding includes the right to use, modify, and further assign such rights, titles, interests, content, and information.

- 4.2.4 In the event of infringement of IPR, Maventa or its licensors may take all reasonable steps to protect its interests as available by law.
- 4.2.5 The Customer, or its End Clients as applicable, is the owner of the Customer Data and IPR in and to the Customer Data.

4.3 Warranty

- 4.3.1 Maventa shall use commercially reasonable efforts to ensure that the Software will perform substantially as described in the Software Documentation during the Subscription Period, provided it is properly configured (including the Customer's choice of browser) and updated to a supported version. Supported versions may differ and are available from the Software Documentation. The Customer agrees that the Software and delivery will not be completely error free and that Software improvement is a continuous process
- 4.3.2 Maventa does not warrant that the Software will meet the Customer's requirements, operate correctly with the Customer's choice of equipment, systems or settings, setup, configuration, modifications, plugins or integrations not performed or controlled by Maventa, or if delivered over the internet, be uninterrupted. Maventa is not responsible for the internet, internet service providers nor the Customer's internet connection.
- 4.3.3 If the Software does not function in accordance with the limited warranty specified in this section 4.3, Maventa shall correct confirmed errors or defects in the Software at its own expense. "Confirmed errors or defects" means errors or defects that are reproducible by Maventa and/ or confirmed through Maventa's support channels, and which occur during the Subscription Period. Maventa may choose to replace the Software or functionality instead of performing a correction.
- 4.3.4 If the confirmed error or defect is of a material nature, meaning that the Customer's ability to use the Software is significantly reduced, and Maventa does not correct confirmed errors or defects or replace the Software within a reasonable period of time, c.f. 4.3.3, the Customer may terminate the Limited Licence for the affected Software. In such a case, the Customer has the right to a pro-rated refund for any Fees for the remaining Subscription Period for the affected Software, starting from the month following verification by Maventa of the errors or defects.
- 4.3.5 Except as expressly set forth herein, the Customer shall not be entitled to make any claims against Maventa.

4.3.6 Links to websites not owned or controlled by Maventa that appear in the Software or associated webpages or documentation are provided for convenience only. Maventa is not responsible for such websites.

4.4 Liability

4.4.1 Maventa is not responsible or liable for the Customer Data, including its content, ownership and legitimacy, nor for Use or other activities performed upon the Customer Data by the Customer.

4.4.2 Maventa's liability is limited to direct damages. Maventa shall not be liable for any indirect, incidental, consequential, punitive or special losses or damages, including but not limited to any loss of profit, loss of revenue, loss of business, loss of Data, lost savings, claims from third parties, loss of goodwill etc.

4.4.3 Total, accumulated liability (including any refunds and compensations for direct losses and costs) during the Subscription Period for the Software shall in total not exceed an amount equalling three (3) months' Fees for the affected Software.

4.4.4 Neither Party shall be liable for delay or failure in performance arising out of force majeure, including earthquake, riot, labour dispute, pandemics, swift or new temporary legislation pertaining to the internet, governmental or EU sanctions and other events similarly outside the control of the Parties. Cyber attacks that Maventa has not been able to prevent by reasonable measures are regarded as a force majeure event. In the event of legislation, directives or regulations being changed swiftly, or new legislation or directives being passed after the Software have been made available, preventing Maventa from fulfilling obligations under the TOS, in whole or in part, temporarily or indefinitely, this shall be considered a force majeure event. If a subcontractor extraordinarily increases its fees towards Maventa partially or fully due to a force majeure event, or if Maventa due to a force majeure event is required to switch to a subcontractor with increased fees to sustain Software delivery, Maventa reserves the right to adjust its Fees towards the Customer accordingly and with notice as specified in Maventa's Special Conditions.

4.4.5 The Customer acknowledges that the internet is an open system and that Maventa does not warrant or guarantee that third parties may not intercept or modify the Data. Maventa is not liable for such misuse, disclosure or loss.

4.5 Indemnification

4.5.1 Maventa undertakes, at its own expense, to indemnify the Customer against damages resulting from a third-party claim against the Customer asserting that the Software provided to the Customer 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.

- 4.5.2 Maventa's obligation to indemnify the Customer pursuant to section 4.5.1 only applies if: (i) the Customer notifies Maventa immediately upon becoming aware of the claim; (ii) the Customer gives Maventa full control of the negotiations, legal processes, and settlement, if applicable; (iii) the Customer cooperates with Maventa in accordance with Maventa's reasonable instructions; (iv) the claim is not related to, or caused by, the Customer's breach of the TOS 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.
- 4.5.3 Upon becoming aware of a potential or actual IPR infringement, Maventa may at its discretion: (i) modify the Software so that it is not in conflict; (ii) replace the Software, or parts thereof, with a functionally equivalent software, (iii) obtain a licence for the Customer's continued use of the Software; or (iv) revoke the Customer's Limited Licence to Use the Software against a refund of Fees paid in advance for the part of the Subscription Period exceeding the termination date. The remedies set out in this section 4.5 are the Customer's sole remedies with respect to third-party IPR infringement claims.
- 4.5.4 The Customer shall, at its own expense, defend Maventa against claims or litigation where a third party claims that the Data, or use thereof, or the Customer's use of the Software 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 Customer of such claims. The Customer shall indemnify Maventa for damages imposed under a court-approved settlement or court ruling, including lawyer fees, provided that Maventa reasonably cooperates at the Customer's expense and gives the Customer control of the legal process and settlement.

4.6 Governing law and dispute resolution

- 4.6.1 The Customer is contracting with the Visma Company from which the right of use for Software was ordered, as evident from the Order Confirmation and invoice.
- 4.6.2 The Agreement is governed by and must be construed in accordance with the laws of the country in which Maventa has its head office, excluding any conflict of law provisions. A dispute in connection with, or arising out of, the Agreement, or the use of the Software, shall be attempted to be resolved through amicable negotiations, and the Customer agrees to take part in such, including on e-mail and verbal meetings/phone calls on Maventa's request. If amicable negotiations do not result in a mutually acceptable solution, the Parties agree to refer the dispute to the ordinary courts of the country, and region, in which Maventa has its head office as the exclusive venue. Maventa is entitled to decide that the proceedings shall be held in English, to the extent possible.
- 4.6.3 The Parties agree not to bring any claims arising out of or in connection with the TOS when more than one year has passed after its termination.

3. Data Processing Appendix for Maventa Partners

This appendix is an integral part of the terms of Maventa Partner Agreement and regulates the Personal Data processing relating thereto.

1. Processing of Personal Data and Data Security

The Parties undertake to comply with applicable personal data protection legislation, such as the General Data Protection Regulation (GDPR) in the EU in their own activities.

The Partner's End Customer shall act as a Controller with respect to the data stored by the End Customer in the Maventa Service. The Partner act as the Processor of Personal Data on behalf of the Controller and Maventa act as the Second Processor and complies with the Visma Group's Data Protection Guidelines which is available at <https://www.visma.com/privacy-statement/international/> and shall be applied to all companies within Visma Group.

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

2. 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").

3. Scope

This appendix regulates the Processing of Personal Data by Maventa on behalf of the Partner and outlines how Maventa shall contribute to ensure privacy on behalf of the Partner and registered Data Subjects, through technical and organisational measures in accordance with applicable privacy legislation, including the GDPR. If some of the Personal Data processed in accordance with this appendix the Partner acts as the Controller and Maventa as the Processor, the obligations of this appendix shall apply accordingly in such situations, meaning, among other things that Maventa quill also process the Personal Data on behalf of the Processor, i.e. in this case, the Controller, in accordance with this appendix.

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

In cases of conflict, this appendix has priority over any conflicting provisions regarding the Processing of Personal Data in the Partner Agreement or any other agreements between the Parties. This appendix shall be valid until any Partner Agreement containing Processing of Personal Data is valid between the Parties.

4. Maventa's rights and obligations

Maventa shall only Process Personal Data on behalf of and in accordance with the Partner's documented instructions. By approving this appendix, the Partner shall instruct Maventa to process Personal Data in the following manner:

- i) only in accordance with applicable law;
- ii) to comply with any obligations under the Partner Agreement;
- iii) in the manner specifically determined by the Partner in connection with the normal use of the Maventa's services and;
- iv) as specified in this appendix.

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

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

Maventa 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 Maventa, in fulfilling the obligations under applicable privacy legislation of the End Customer 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 Maventa's processing of Personal Data, and the content of the requests deviates from the standard information or assistance provided by Maventa under the applicable data protection regulations and results in additional work for Maventa, Maventa may charge the Partner for additional services.

Maventa 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.

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

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

Further, Maventa 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

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

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

Maventa might Process Personal data about users and the Partner's and its End Customers' use of the service when it is necessary to obtain feedback and improve the service. The partner grants Maventa 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 Maventa provides the services and to enable Maventa to create new features and functionality in connection with the services. Maventa 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 Customers will add data to the Software ("Customer Data"). The Partner acknowledges and does not object to Maventa using Customer Data in an aggregated and anonymized format for improving the services delivered to customers, research, training, educational and/or statistical purposes.

5. Partner's rights and obligations

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

- The Partner has legal authority to process and disclose Maventa (including any subprocessors used by the Processor) the Personal Data in question.
- The Partner has the responsibility for the accuracy, integrity, content, reliability and lawfulness of the Personal Data disclosed to Maventa.
- 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 Maventa under the Maventa Partner Agreement, not communicate any Sensitive Personal Data to Maventa, unless this is explicitly agreed in Section A to this appendix.

6. Use of subprocessors and transfer of data

As part of the delivery of services to the Partner according to the Partner Agreement and this appendix, Mavnetta 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. Mavnetta 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/> .

Mavnetta 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 Mavnetta 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, Mavnetta 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 Partner Agreement with a 30-day notice period. Due to the nature of the standard service provided by Mavnetta to the Partner in accordance with the Partner Agreement, the Partner cannot require Mavnetta to stop using the subprocessor.

7. Security

Mavnetta is committed to provide a high level of security in its products and services. Mavnetta 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 Partner Agreement sets forth the measures or other data security procedures that Mavnetta 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.

8. Audit rights

The Partner may audit the Mavnetta'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

Maventa, 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 Maventa authority to decide, due to security reasons, that audits shall be performed by a neutral third party auditor of the Maventa'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 Maventa 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 Maventa's policies, and may not unreasonably interfere with the Maveta's business activities.

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

9. Term and termination

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

This appendix is automatically terminated upon termination of the Partner Agreement. Upon termination of this appendix, Maventa will delete or return Personal Data processed on behalf of the Partner, according to the applicable clauses in the Partner 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 Maventa and ii) the complexity of the requested process.

10. Changes and amendments

Amendments to this appendix shall be made in accordance with the section 9 'Amendments to the Agreement' of the terms of the Partner Agreement.

If any provisions in this appenidx 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.

11. 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 Partner Agreement between the Parties.

12. Governing law and legal venue

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

Section A. Data subjects, Types of personal data, Purpose, Nature, Duration

A.1 Categories of Data Subjects

- Customer’s end users
- Customer’s employees
- Customer’s contact persons
- Customer’s data

A.2 Categories of Personal Data

- Contact information
- User log information and IP addresses
- Bank account information

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

In order for Maventa 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 Maventa 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 the Maventa's processing of personal data on behalf of the Partner is:

Delivery of services in accordance with the Partner Agreement.

A.5 Nature of the processing

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

- Receiving data to Maventa service
- Data conversion to another format if necessary
- Data testing and validation (verifying the content of the document)
- Data retention
- Anonymization and deletion of data
- Sending data

A.6 Duration of the processing

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

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

Section B - Overview current subcontractors

Current subcontractors of Maventa with access to the Controller's Personal Data (updated 15.12.2023). In the future, an up-to-date list can be found at: <https://www.visma.com/trust-centre/product-search/>

Legal Name	Purpose	Data Processing Location
Amazon Web Services (AWS)	Platform Provider	EU/EEA
Azets Document Solutions AS	Scan Provider	EU/EEA
Compello AS	B2C invoicing (SE)	EU/EEA
Edigard AS	Print Provider (NO)	EU/EEA
Kivra Oy	Digital mailbox for consumer invoices (FI)	EU/EEA
PostEx BV	Print Provider (NL)	EU/EEA
Scancloud AB	Scan provider (SE)	EU/EEA
Sinch AB	Mailjet, email service provider	EU/EEA
Strålfors Oy	Print Provider (FI)	EU/EEA
Tieto Sweden AB	Print Provider (SE, FI)	EU/EEA
Twilio (Sendgrid)	Email + SMS sending service	USA (Eu Standard Contractual Clauses)
VIPPS AS	B2C Bank connection Provider	EU/EEA
Visma Connect - AWS	Authentication Provider	EU/EEA
Visma Group & subsidiaries	Support	EU/EEA
Visma Software International AS	Scan Provider (Visma	EU/EEA

- SmartScan	Scanner/ SmartScan)	
Visma Software International AS	Internal IT	EU/EEA