

Visma Software Terms of Service

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Definitions

Term	Definition
	<i>Terms may also be used in the plural, e.g. "Parties" or "Users".</i>
Customer	The entity as defined in the Order Confirmation that has entered into this agreement with Visma.
Visma	The company in the Visma group of companies as defined in the Order Confirmation, with which the Customer has entered into this agreement.
Party	Visma or the Customer as defined in the Order Confirmation.
Software	Software applications and related services, such as data storage, from Visma, including revisions, modifications, and upgrades.
Software Documentation	Documentation describing Software features, functionality and configuration, such as manuals and help files.
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.
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	A confirmation from Visma specifying the Software (including Users and Modules) and Fees of the Customer's Order, as well as identifying the Visma company with which the Customer is contracting, and any additional terms and conditions that apply for the particular Software the Customer has ordered.
Fee	The fees due to Visma from the Customer for the right of use for the Software.
Subscription Period	The time period for which the Fees grant the Customer a right of use for the Software.
Customer Data	Data belonging to the Customer (or its Users) and processed by the Software, such as customer databases, invoices and other forms of production data and documents.
Personal Data*	Any information relating to an identified or identifiable natural person (Data Subject).
Data Subject*	A natural person whose personal data is Processed by a Data Controller or Data Processor.
Special Categories of Personal Data* (Sensitive Personal Data)	Any Personal Data related to: <ul style="list-style-type: none">- Racial or ethnic background- Political opinions and affiliations- Religious beliefs and other beliefs of a similar nature- Trade union membership

	<ul style="list-style-type: none"> - Mental and physical health, including sex life and sexual orientation - Criminal convictions and offenses - Genetic and biometric data
Data Controller*	The entity that determines the purposes, conditions and means of the Processing of Personal Data.
Data Processor*	The entity Processing Personal Data on behalf of the Data Controller.
Data Processing or Processing*	Any operation or set of operations which is performed the Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
Breach*	A breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Data transmitted, stored or otherwise Processed.
<i>* These terms shall have the same meaning and interpretation as in applicable privacy legislation, and are referenced here for convenience.</i>	
Data	A collective term for Customer Data, Personal Data, Sensitive Personal Data and Usage Data, including data sets, as applicable in context.
Usage Data	Certain data collected from and/ or generated from the Software and the use thereof as specified in 3.3 Usage Data.
Use	Any and all actions performed on or with the Software by the Customer (including Users) or on its behalf, including the uploading of, entering into or sending or generating of Data.
Partner	A non-Visma company certified as a partner by a Visma company. All Partners carry an official Visma Partner logo.
AO or Accounting Office AO Services	A public accountant that provides accounting, bookkeeping, auditing services and/ or tax consultancy services to Clients (AO Services) and, if required under applicable regulations, is certified through the applicable Financial Supervisory Authority or other authority that regulate financial markets.
Client	A customer of an Accounting Office. (Clients may also be a customer of Visma, and vice versa.)
ISV	Independent Software Vendor.
API	Application Programming Interface.
Visma API	An API for the Software, provided by Visma for the purpose of integrating third party software applications and services.
API Credentials	Keys, tokens or other credentials use to authenticate, access and use a Visma API.

API Documentation	Documentation, data and information regarding the use of a Visma API.
Integrated Application	A non- Visma software application or service integrated with the Software using a Visma API.
Development Environment	A software development and operations environment provided by a Visma company for the testing, development and support of Integrated Applications.
Development Account	An account whereby an ISV is granted access to Development Environments for the purposes of testing, developing and supporting Integrated Applications.
Third Party Component	Software or IPR from a third party that is provided by Visma as part of or in connection with the Software.

1. General terms

1.1. Order

1.1.1. The Customer has ordered the Software from Visma through an Order. The Customer may order Software directly from a Visma company, from its webpages and web shops, from within certain Software, or through a Partner. (For a list of Visma-companies, please see: www.visma.com/trust-centre/smb/contact.)

1.1.2. These Terms of Service (TOS) are standard terms that govern the use of the Software. Please read the terms herein carefully. By placing an Order, by signing, clicking “I accept” or similar on any presentation of the TOS, inside the Software, web-shop, confirmation email or other order form, the Customer places a legally binding order with Visma. Only individuals with the necessary administrative and purchasing rights for the Customer may do so. If you do not agree with the TOS, or do not have the necessary authority from your company to place such an order, please do not use the Software, submit an Order for the Software, or accept or sign the TOS when presented with it, as doing so constitutes a binding legal action on behalf of your company. A legally binding agreement between your company and Visma will be entered into if and when Visma issues an Order Confirmation. **For Trial Customers, a special procedure applies- please see 2.4.** When ordering new Software, the Order Confirmation will amend the existing agreement to include the new Software.

1.1.3. The TOS governs a wide range of Software from Visma. The following information will appear on the Order Confirmation, depending on which Software the Customer has Ordered:

1. The name of the Visma- company with which the Customer is contracting.
2. Which Software, including Users and Modules, the Customer has Ordered.
3. Fees for the Software Ordered.
4. Information about how the Customer can terminate its subscription to individual Software, and its customer relationship with Visma.
5. Any additional terms and information that may apply, such as information about Software-specific status-pages, or as agreed between the Parties according to 1.1.4.

Items 1, 2 and 3 will also appear on the invoice.

1.1.4. Unless specifically agreed otherwise in writing between the Parties, the TOS and Order Confirmation (including any additional terms) constitute the entire agreement between the Customer and Visma regarding the Software. The purchase of other services from Visma or a Partner, such as for training, implementation or customisation, is not covered by the TOS.

1.1.5. Visma may change the TOS at its discretion in accordance with 1.3.1. The TOS will always include the date of the last update. (Please also see 5. Change log.) Certain changes in the TOS and/ or the Software, such as may be mandated by legislative changes, may require that the Customer re-accepts the TOS. Such changes will be notified minimum 30 days in advance

in accordance with 1.3.2. If the Customer does not accept changes to the TOS, the Customer may terminate in accordance with 4.6.1, and request a pro-rated refund for any Fees paid in advance for the period after the termination date for the relevant Software.

The latest version of the TOS is at all times available at www.visma.com/trust-centre/smb/service-information/terms-of-service .

1.2. Fees

- 1.2.1. Fees for the Software are according to the at all times applicable price lists from Visma, as published online, in the Software or otherwise made available from Visma. (Certain Software may be offered free of charge.)
- 1.2.2. Unless explicitly stated otherwise in the price list or agreed in writing, all Fees are due in advance and are non-refundable. There is no refund for unused transactions, Users, Software or remaining days in Subscription Periods, unless the availability of the Software has been significantly restricted or reduced for reasons solely attributable to Visma. In such cases, Visma may at its discretion, and as the sole remedy for the Customer, offer a reasonable refund to the Customer for Fees accrued during the period of reduced availability.
- 1.2.3. Fees are exclusive of all taxes, levies and duties. Unless explicitly agreed otherwise, Visma will add the applicable value added tax (VAT) to the invoice.
- 1.2.4. Visma reserves the right to change the Fees, including the fee-model, on 3 months' notice according to 1.3.1 no more than two times per year for any individual Software, on 1 months' notice where a subcontractor has increased its prices towards Visma, and to increase the prices annually to account for general price- and cost increases without notification. Annual price changes are effective from January 1st each year, unless explicitly stated otherwise in the price list or agreed in writing.
- 1.2.5. In the event of non-payment or late payment of the Fees by the Customer, Visma reserves the right to suspend the Customer's access to the Software or restrict the Customer's access to read-only c.f. 4.6.2, and charge penalty interest up to the maximum rate permitted by law. Unpaid invoices will be sent to collection. If the situation is not resolved within a reasonable time, Visma reserves the right to terminate the Customer's right of use to the Software, c.f. 4.6.2.

1.3. Notifications

- 1.3.1. General notifications and information about the Software, such as information about new features, price changes or planned maintenance, will be delivered inside the Software, on the Software's webpages, online community or by email.
- 1.3.2. Notifications regarding the Customer's Software, hereunder Order Confirmations, or other information of particular importance, such as related to security or privacy, will be sent to the Customer's primary contact email.

- 1.3.3. The Customer is responsible for providing Visma with at all times up to date contact information, including a primary contact email.
- 1.3.4. All notices are deemed notified when sent or posted by Visma. All notices are effective immediately unless specified otherwise in the notice.

1.4. The Software

- 1.4.1. The Customer purchases a right to use the Software as it is made available online by Visma, or installed on the Customer's computers or computers controlled by the Customer. (Software installed on the Customer's computers may, however, contain online components and embedded online Software.) Upon purchasing a right of use, the Customer is granted access to and a right to use the Software as set forth in this TOS (please see 2. Right of Use).
- 1.4.2. Visma will provide operational support free of charge, such as for login- or account problems or errors in the Software. Additional support, such as user training, may be purchased separately from Visma or a Partner.
- 1.4.3. The Software is provided on an "as is" basis as standard software. The Software is not contingent on or tied to any particular version or functionality at any particular point in time, nor any publications, materials or comments made by or on behalf of Visma. The Customer may access and Use online Software as it is provided at any given time. Where the Software is installed on the Customer's computers, the Customer is responsible for using a supported version of the Software- please see 4.3.1.
- 1.4.4. Visma reserves the right to make improvements, add, change or remove functionality, or correct any errors or omissions in any part of the Software at its sole discretion and without any obligation or liability accruing therefrom. In the unlikely event such a modification disables or removes functionality which forms a material part of the Software permanently, or for a period of more than 2 months, the Customer is entitled to terminate its subscription for the affected Software, and to receive a pro-rated refund for any Fees paid in advance for the affected Software.
- 1.4.5. Visma reserves the right to discontinue any Software, or its availability in a particular market, on 12 months prior notice. The Customer shall be entitled to a pro-rated refund for any Fees paid in advance for the period after the date of discontinuation for the relevant Software, shall cease using the Software after the date of discontinuation for the relevant Software, and shall not be entitled to make any further claims against Visma.
- 1.4.6. Certain Software may be subject to additional terms or restrictions (such as limitation on storage space, number of transactions or vouchers) or require registration on websites (for example for the use of a payment service). This is specified in the Order Confirmation or within the Software.

Payment- and reporting services

- 1.4.7. The Customer hereby authorises Visma to, on its behalf and instruction, place and authenticate invoices, payments, governmental reports (e.g. SAF-T) and similar activities or 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 Software, such as Visma AutoPay, will assign API Credentials to the Customer, which is used to access, identify and authorise the Customer's account and Use of the Software to the API.

- 1.4.8. The Customer is responsible for notifying its banks or other parties of the above authorisation if necessary, and for any charges incurred from the Customer's banks or such parties when using the Software. In the event Visma is invoiced for any such charges in connection with providing the Software, Visma will invoice the Customer for said charges.
- 1.4.9. In order to provide payment-services and functionality, Visma uses certain invoice networks, including third party networks, such as the PEPPOL infrastructure, bank- and mobile payment suppliers and other document networks, as well as third parties for processing invoices and documents, for example for scanning paper invoices. (For an at all times up to date list of such third parties, please see www.visma.com/trust-centre/smb/service-information/.) The Customer hereby authorises Visma to exchange the Customer's payment profile information, invoices and related business documents with such networks and providers as necessary to provide the Software.
- 1.4.10. If the Customer does not wish to be registered in the address registers of such networks, the Customer should notify Visma. (Reservation may result in the Customer not being able to use the Software in whole or in part.)

2. Right of Use

2.1. Customer

- 2.1.1. The Customer is granted a limited, non-exclusive, revocable and terminable right to access and Use the Software, solely for the Customer's internal business operations and in accordance with the TOS. (For Accounting Offices and Clients thereof, please refer to 2.2.)
- 2.1.2. For clarification and without limiting the generality of the foregoing, "internal business operations" means operations and activities related solely to the Customer's own business, such as its own accounting and payments, and shall under no circumstance be interpreted as allowing the Customer to operate as a service provider, accounting office or similar, or to use the Software in or for any entity in which the Customer owns or otherwise controls less than 50%.
- 2.1.3. The right of use may not be transferred or assigned to any entity whatsoever, in whole or in part, under any circumstance (including but not restricted to mergers and demergers, bankruptcy, change of ownership or control or to affiliates) without prior written authorisation from Visma in each case, which shall not unreasonably be withheld.
- 2.1.4. The Customer is solely responsible for all Use of the Software, including User actions and User administration, and access or integrations by third parties and Integrated Applications on its behalf or instruction. The Customer is solely responsible for the content and legality of the

Customer Data, and shall not transfer or process harmful code, data or similar (such as viruses) to or with the Software, nor use the Software for unlawful or malicious purposes.

- 2.1.5. Users are administered by, and the responsibility of, the Customer. Users must have the necessary rights from the Customer to Use the Software. All User accounts are for single named individuals. For clarification, the Customer may assign User accounts to third party individuals performing actions on behalf of and for the benefit of the Customer, such as the Customer's accountant, auditor, consultant and similar.

2.2. Accounting Office and Clients

- 2.2.1. In order to purchase an Accounting Office (AO) right of use for the Software, the Customer must be a public accountant that provides accounting, bookkeeping, auditing services and/ or tax consultancy services to Clients (AO Services) and, if required under applicable regulations, certified through the applicable Financial Supervisory Authority or other authority that regulate financial markets. Other types of related business, e.g. shared services centre, may be permitted after, in each case, prior written approval from Visma.
- 2.2.2. The Customer is granted a limited, non-exclusive, revocable and terminable right to access and Use the Software solely and exclusively to provide the aforementioned AO Services to its Clients.
- 2.2.3. Clients are named end user customers of the Customer. The Software may only be used for the internal business operations of the Client. User accounts may be assigned to Clients subject to 2.2.8.
- 2.2.4. For clarification, the Customer may not use the Software in any entity in which the Customer owns or controls less than 50%, or provide any Client accounts to the Software without also providing AO Services. "Internal business operations" means operations and activities related solely to the Client's business, such as its accounting and payments, and shall under no circumstance be interpreted as allowing the Client to operate as a service provider, accounting office or similar.
- 2.2.5. The right of use granted herein, including for individual Clients, may not be transferred or assigned to any entity whatsoever, in whole or in part, under any circumstance (including mergers and demergers, bankruptcy, change of ownership or control or to affiliates) without prior written authorisation from Visma in each case, which shall not unreasonably be withheld.
- 2.2.6. Any contracts for AO Services are between the Customer and its Clients, and Visma is not part of, nor liable for, such contracts.
- 2.2.7. The Customer is solely responsible for its Use of the Software, including any Use by its Clients. The Customer is solely responsible for the content and legality of the Customer Data (including Client Data), and shall not transfer or process harmful code, data or similar (such as viruses) to or with the Software, nor use the Software for unlawful or malicious purposes.
- 2.2.8. Users are administered by, and the responsibility of, the Customer. Users shall have the necessary rights from the Customer or Client to Use the Software. All User accounts are for

single named individuals. For clarification, the Customer may assign User accounts to Clients, third party individuals performing actions on behalf of and for the benefit of the AO or Client, such as the Client's accountant, auditor, consultant and similar.

- 2.2.9. The Customer may not act or give the impression that it is a producer, owner, shared service centre, reseller, Partner (unless also certified as such by Visma) or distributor of Visma, nor enter into any warranty or representation on behalf of Visma or concerning the Software except as expressly set forth herein.
- 2.2.10. The Customer shall ensure that the Client is able to exercise its right to its own client- specific data as defined in applicable national accounting laws and regulations, and the right to obtain such data, in the most efficient and richest possible technical format supported by the Software, and for a nominal fee only.
- 2.2.11. The Customer shall indemnify Visma from all claims, costs, expenses resulting from claims, requests etc. by a Client directly towards Visma.

2.3. API and Development Accounts

General

- 2.3.1. The Customer is granted a limited, non-exclusive, revocable, non-transferable and terminable right to Use the Visma API's to integrate non- Visma software applications with the Software (Integrated Application).

For development accounts and access to development environments, an ISV agreement is required, please see 2.3.15.

Note that separate conditions from the Customer's ISV may apply for Integrated Applications, such as with regards to configuration or setup.

- 2.3.2. Visma API's are provided "as is" as described in 1.4.3. Visma shall strive to inform about changes to API's in advance according to 1.3.1, however, Visma reserves the right to make modifications to or discontinue the Visma API's, 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 Visma API (supported versions may vary from API and API, and is described in the API Documentation).
- 2.3.3. Visma 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.
- 2.3.4. Visma claims no ownership or control over the Customer's or ISV's applications or systems c.f. 4.2.4, except to the extent such applications or systems contain intellectual property from Visma, c.f. 4.2.1 and 4.2.2.

- 2.3.5. 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 in 2.3.1 (Customers) or 2.3.15 (ISV) and may also result in termination c.f. 4.6.2.
- 2.3.6. The Customer may terminate the right of use for the API at any time by discontinuing use of the Visma API's.

Security

- 2.3.7. 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.
- 2.3.8. Any Breaches of security or Data, such as an intrusion or unauthorised access, or discovery of a vulnerability, shall be reported by the Customer without undue delay to responsible-disclosure@visma.com, in accordance with the **Responsible Disclosure Policy**, available at www.visma.com/trust-centre/smb/operational/responsible-disclosure. If the communication is of a sensitive or confidential nature, the Customer may encrypt the report using Visma's PGP-key, which is available from the same page.

Acceptable use of Visma API's

- 2.3.9. Any Use of Visma API's 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.
- 2.3.10. Any Integrated Application shall be of a complimentary or value-added nature to Visma's services and customers.
- 2.3.11. Visma API's may be used for commercial purposes, however:
- a) Direct access to or use of the Visma 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 Visma API's 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.
- 2.3.12. No advertising or other third-party content may be placed in Visma's Software. Data or other content from Visma's Software may not be used for advertising, including in particular profiling, in the Integrated Application or elsewhere, unless authorised and based on an appropriate legitimate basis.
- 2.3.13. The Customer or ISV shall not transfer or process harmful code, data or similar (such as viruses) to or with the Visma API, nor use the Visma API for unlawful or malicious purposes.
- 2.3.14. The Customer may not give the impression that it or its Use of the Visma API is associated with, sponsored by or endorsed by Visma, except after express prior approval from Visma.

For ISV's and developers: Development Accounts and Development Environments

- 2.3.15. Access to and use of Visma's Development Environments (if available for the relevant Software) by ISV's requires that the ISV enters into an ISV partner agreement with Visma. Access to and use of Visma's Development Environments by the Customer may require that the customer enter into a development agreement with Visma. Further details are available from <https://www.visma.com/visma-partner-programme>, or directly from Visma.
- 2.3.16. The ISV (upon entering into the ISV partner agreement) or the Customer as applicable, is granted a limited, non-exclusive, revocable, non-transferable and terminable right to Use Visma's Development Environments and Visma API's to integrate, develop, test and support the ISV's 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 Visma. (Development Account).
- 2.3.17. Documentation, data and information regarding the use of the Visma API's (API Documentation) and Development Environments, is made available during the registration process, and updated according to 1.3.1. It is the ISV's or Customer's, as applicable, responsibility to keep up to date with and abide by such documentation. Such documentation may vary from API to API and environment to environment.
- 2.3.18. 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.
- 2.3.19. Development Account Users are for named individual users only, and may not be shared. Registration for a Developer account must be performed manually, and not by scripts.
- 2.3.20. After registering for a Development Account, the ISV or Customer, as applicable, will be provided with the necessary security keys, tokens or other credentials in order to access and use the Visma Development Environments, the Visma API's, and to enable Visma to authenticate and associate ISV's or Customers API- activity with the Integrated Applications and use thereof (API Credentials).
- 2.3.21. API Credentials, their confidentiality and all Use thereof, and all Use of Visma's Development Environments, are the responsibility of the ISV or Customer, as applicable. API Credentials shall be kept confidential and may not be sublicensed, sold, transferred or otherwise made available to third parties, nor circumvented.
- 2.3.22. 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.
- 2.3.23. The ISV or Customer, as applicable, 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.

- 2.3.24. Development Environments are provided “as is” as described in 1.4.3. Visma will strive to inform about changes to development environments in advance according to 1.3.1, however, Visma 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.
- 2.3.25. The ISV or Customer, as applicable, shall not obfuscate or hide any Visma 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 Visma or Visma personnel.
- 2.3.26. If the Integrated Application is used by others outside the ISV or Customer’s organisation, the ISV or Customer, as applicable, shall maintain an appropriate user agreement and privacy policy for the application, having regard to the ISV’s or Customer’s obligations according to the TOS.
- 2.3.27. Visma API’s 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 Visma’s general obligations of confidentiality for its customers Data or obligations as a Data Processor according to 3.2.2 i), such as by avoiding serving the legal process directly to Visma.

2.4. Trial Customer

- 2.4.1. The Customer is granted a limited, non-exclusive, revocable and terminable right to access and Use the Software for which the Customer registered for a trial account, for a limited time-period, solely for purpose of evaluating the Software’s suitability the Customer’s internal business operations and in accordance with the TOS.
- 2.4.2. The trial period starts from when the Customer accepts the TOS. The duration of trial periods may vary from Software to Software, and is indicated in the trial registration form.
- 2.4.3. Any Customer Data processed using the Software during the trial, will be deleted from Visma’s systems after the expiration of the trial period, unless it is stated in the registration form that the Software supports that the data can be transferred to an ordinary customer account if the trial Customer should choose to purchase an ordinary right of use for the Software.

3. Data Processing Agreement

Visma is committed to ensuring that the Software is compliant with applicable data protection laws and regulations.

3.1. The Visma Trust Centre

- 3.1.1. Transparency and accountability is important for Visma. Our Trust Centre provides details about how Visma processes personal data in our Software. The Trust Centre also provides at all times up to date information about our Software, such as the location of our data centres and which subcontractors we use.

The Trust Centre is available at www.visma.com/trust-centre/smb.

You may also request additional, non-public information about data processing from the Trust Centre. Please note that such information requests may require a Non-Disclosure Agreement. Visma reserves the right to charge its standard rates for such requests.

You may also contact the Visma group Data Protection Officer at: dpo@visma.com.

3.2. Customer Data

- 3.2.1. The Customer is the Data Controller for Customer Data, and agrees and/ or guarantees as applicable that:

- a) the Customer hereby instructs Visma to Process the Customer Data only on behalf of the Customer, and only for the purpose of and to the extent necessary to provide the Software in a secure and professional manner, in accordance with and to fulfil the TOS and applicable data protection law;
- b) the Customer is the owner of or otherwise has the right to transfer the Customer Data, **including Personal Data**, to the Software for processing, and that the Customer has the responsibility for the accuracy, integrity, content, reliability and legality of such Data, including its Use;
- c) the Data Processing, where applicable, has been notified to the relevant supervisory authorities and/ or Data Subject, and that the Data Processing does not violate relevant provisions of law;
- d) it is the Customer's duty as Data Controller to notify, to the extent required by applicable law, the relevant supervisory authorities and/ or Data Subject in the event of any Breach of Personal Data (see 3.2.2 below for Visma's duty of notification to the Customer);
- e) Visma has provided sufficient and satisfactory information with respect to the security measures (see 3.5);
- f) the Customer shall maintain *inter alia* a record over the types and categories of Personal Data it Processes if and as required by applicable data protection law. This applies in particular where the Software is used by the Customer in a manner over which Visma has no control (such as where the system is configured by the Customer), or where Visma is otherwise incapable of having the necessary access (due to technical limitations, confidentiality and similar).

The Trust Centre includes an overview over the Customer's duties as Data Controller:
www.visma.com/trust-centre/smb/security-and-privacy/for-customers.

Please read it carefully.

3.2.2. Visma is the Data Processor for Customer Data, and agrees and/ or guarantees as applicable:

- a) to Process the Customer Data only in accordance with the Customer's instruction in 3.2.1 a) above;
- b) to abide by the advice and directives of the relevant supervisory authorities;
- c) that Visma has implemented technical and organisational security measures to protect the Data from loss and unauthorised processing, to ensure the confidentiality, integrity and availability of the Data, and that these measures represent a level of security appropriate to the risk presented by the processing, having regard to the state of the art and the cost of implementation;
- d) that Visma shall notify the Customer without undue delay after becoming aware of a Breach to a reasonable degree of certainty. (Any temporary non-availability of Data due to Software-unavailability is at all times published online according to 1.3.1.)
- e) that Visma shall, upon becoming aware of it, notify the Customer without undue delay of any Instruction or other Data Processing activity by the Customer which in Visma's opinion infringes applicable law or other data protection provisions.
- f) that Visma, within its obligations as Data Processor under applicable data protection law, shall assist the Customer in its role as Data Controller, by appropriate technical and organisational measures, insofar as possible and taking into account the nature of the Processing and the information available to Visma, hereunder assisting the Customer in responding to requests for exercising the Data Subject's rights, and by providing information necessary to demonstrate compliance with applicable data protection law. Visma reserves the right to charge its standard rates for such assistance.
- g) that when Visma's legal basis for processing the Customer Data expires for whatever reason, such as termination of the customer relationship, Visma will return the Customer Data to the Customer and delete it from the systems, unless mandatory provisions of law require continued storage of the data by Visma. Please refer to 4.6.3 and 4.6.4.
- h) that Visma has no reason to believe that the legislation applicable to Visma prevents Visma from fulfilling the instructions received from the Customer;
- i) that Visma shall promptly notify the Customer of any request for the disclosure of data received directly from a Data Subject, and from governmental authorities, unless such notification is legally prohibited. Visma will not respond to such requests unless authorised by the Customer. Visma will only disclose Customer Data to governmental authorities to comply with legally binding requests, such as a court order or warrant;

- j) that Visma will not publish any comment, testimonial or similar made by a Customer or User without prior consent.

3.3. Usage Data

3.3.1. Usage Data is certain data that is generated by usage of the Software that Visma may use to protect Data and the Software, provide, market, develop and maintain the Software and related products and services as specified below. The Customer hereby grants Visma a right to use any Usage Data that may be owned by the Customer as specified in this section 3.3.

Usage Data is:

- *Technical information and traffic data*, such as the type of operating system, browser type, keyboard language and IP address;
- *Aggregated customer- or user- generated data* such as session durations, number of sent invoices, accounting years created, password resets, and similar;
- *Non-aggregated customer- or user- generated data* such as the context and content of support tickets, chatboxes, security logs, and similar, and;
- *Limited production data*, such as images, files or databases from Customer Data in certain circumstances, and subject to strict safeguards- please see 3.3.3.

Visma may also use relevant information from public or commercially available sources and combine such information with Usage Data, such as to provide lookup-functionality against business registers.

3.3.2. *Personal Data*: Where Usage Data contains Personal Data, such as an email or IP-address, or information about the Customer, such as customer name or organisation number, Visma is the Data Controller based on legitimate interest, and shall implement technical and organisational security measures to achieve a level of security appropriate to the risk represented by the processing:

Visma renders such data anonymous through certain technical processes before processing it for the below purposes, so that the data is no longer Personal Data and the Customer (or other entities, e.g. customer of customer) can no longer be identified.

Where anonymisation is not possible due to technical limitations, such that there is a significant risk of re-identification, or not feasible with regards to the purpose of processing as specified in 3.3.4., Visma shall implement additional appropriate security measures. (Please see 3.3.3 for examples.)

Usage Data is not used for any purpose that by law would require consent from the individual Data Subject.

The Customer and/ or Data Subject has the right to extensive information about to this data and how Visma processes it, including the right to object to such processing:

For more information about how Visma processes Usage Data, please see:

www.visma.com/trust-centre/smb/transparency/usage-data

3.3.3. *Limited production data* is limited in each case in terms of scope, access and time, and subject to appropriate security measures.

Limited production data is only used for the following purposes, as defined in 3.3.4:

- Service and user experience improvement
- Development and testing
- Statistics and research
- Security and related purposes

For example, Visma may use anonymised payment records from a certain market segment to develop or improve automated functionality, such as predictive fields or accounting automation, or use non- anonymised scanned invoice image files to develop or improve optical character recognition algorithms to better recognise particular invoice formats or languages.

Please see www.visma.com/trust-centre/smb/transparency/privacy-and-security/examples for additional examples and explanations of how Visma uses data in order to further improve and develop services and functionality.

The Customer may reserve against the use of limited production data for these purposes by sending an email to trust@visma.com.

3.3.4. Visma processes Usage Data solely for the following purposes:

- a) *Software and user experience improvement*, for example by analysing aggregate usage patterns, enabling individual user preferences or as outlined for limited production data above.
- b) *Marketing and displaying relevant information*, for example for complimentary or value-adding Software, for not providing marketing for Software the Customer has already subscribed to, and providing relevant market updates or information.

- c) *Security and related purposes*, for example by analysing session and login data (including in real-time), incident records and similar in order to prevent, investigate and document security issues and incidents (such as Breach, fraud and various forms of hacking), and improve the security of the Software.
- d) *Statistics and research*, for example with regards to the amount of invoices going through our systems, including using aggregated and anonymous statistics in general marketing, and as value-adding Software or services, such as in-app market statistics relevant for the Customer.
- e) *Compliance*. Visma may use and analyse Usage Data for compliance purposes against the TOS, for example logging when a Customer accepts the TOS.
- f) *Development and testing*, for example by analysing aggregate usage patterns, providing data for developing new technologies (such as outlined for limited production data above), improve user experience, load testing new or updated Software, or technology feasibility.

Visma may share Usage Data with other companies in the Visma group of companies and Partners, subject to the same terms and limitations as set forth herein.

3.4. Subcontractors

- 3.4.1. Visma may use other Visma companies and third party subcontractors for the provision and development of the Software, hereunder processing of Personal Data, and/ or Usage Data. Visma will always enter into a data processing agreement with subcontractors in order to fulfil the obligations set forth herein.
- 3.4.2. If the subcontractors are located outside the EU, the Parties agree that Visma is authorised to ensure legal grounds for the transfer of Personal Data out of the EU on behalf of the Customer using appropriate legal mechanisms, such as the EU Model Contracts. The Customer authorises Visma to enter into such legal mechanism on behalf of the Customer.

An at all times up to date list of subcontractors is available from the Trust Centre: www.visma.com/trust-centre/smb/service-information/

- 3.4.3. Visma will notify the Customer of planned changes of subcontractors in advance. The Customer may object to the use of a subcontractor on reasonable grounds, however, due to the nature of online standard Software in particular, the Customer may not be able to reserve against the use of subcontractors. In such an event, the Customer may terminate the customer relationship according to 4.6.1.

3.5. Security

- 3.5.1. Visma is committed to providing a high level of security in our Software, including with regards to personal data and privacy protections. Visma provides appropriate security through organisational, technical and physical security measures, designed to ensure the confidentiality, integrity, availability and resilience of the Software, and the Data processed using the Software.

Due to the dynamic and changing nature of IT- security, particularly online, our security measures are described in detail at:

www.visma.com/trust-centre/smb/transparency/privacy-and-security

You may also contact Visma directly at trust@visma.com for more information about security in our software.

4. Supporting terms

4.1. Confidentiality

- 4.1.1. Each Party may in connection with this agreement disclose or obtain Confidential Information from the other Party, in any form or media, including but not limited to trade secrets and other information related to the Software, products, software, technology, know-how, data, business plans and roadmaps, Customer Data, or other information that should reasonably be understood to be proprietary, confidential or competitively sensitive (“Confidential Information”). The Parties shall hold all Confidential Information in confidence and take reasonable measures, at least as protective as those taken to protect its own confidential information but in no event less than reasonable care, to protect the other Party’s Confidential Information, and not disclose it to any third party, unless specifically authorised by the other Party to do so, or if required to do so under mandatory provisions of law. All right, title and interest in and to Confidential Information are and shall remain the sole and exclusive property of the disclosing Party.
- 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, and which the recipient lawfully acquired; b) is or becomes publicly available through no fault, action, omission or intervention of the recipient; c) is received by the recipient from a third party without a duty of confidentiality (express or implied); or d) is independently developed by the recipient without breach of the TOS.
- 4.1.3. Except as otherwise provided herein, Visma will not sell, rent, lease or otherwise make Customer Data or Usage Data available to third parties except in the following or similar situations:
- to comply with any law, regulation or directive, or to respond to a legally binding request by governmental authorities or the police, such as a court order or warrant;

- to investigate or prevent serious security threats or fraud;
- in the event of a reorganisation, merger, sale or purchase of Visma or part or whole of the Visma group, Confidential Information may be disclosed as part of the reorganisation or merger to other companies in the Visma group, or to actual or prospective purchasers. Visma will in all such cases ensure that any such parties observe the obligations set forth herein by a confidentiality agreement.

4.1.4. Visma may disclose Confidential Information to other companies in the Visma group, Partners or subcontractors to the extent necessary to provide the Software and fulfil its obligations under the TOS.

4.2. Intellectual Property Rights

4.2.1. Visma (or its licensors where applicable) is the sole owner of the Software and related intellectual property rights (IPR) in and to the Software, including but not limited to source code, binary code, compilation of data, databases and designs, whether registered or not, all documentation, specification and associated materials, and any IPR that arise out of or in connection with Visma's processing of Usage Data. The Software and IPR are protected by copyright and other laws and treaties. Trademarks, product names, company names or logos mentioned in the Software or in connection with the Software are the property of their respective owners.

4.2.2. Where software or other IPR from a third party is provided by Visma as part of or in connection with the Software ("Third Party Components"), such software or IPR is covered by the TOS unless separate terms are supplied by Visma. If there is conflict between the licensing terms of a Third Party Component and the TOS, the licensing terms of the Third Party Component shall prevail for the Third Party Component. If the Third Party Component is open source, then under no circumstance shall the Software- except for the Third Party Component- be deemed to be open source or publicly available software. Where a Third Party Component require that Visma provide the terms of license and/ or source code for a Third Party Component, this available from the "About box" in the Software or Software Documentation.

4.2.3. In the event of infringement of IPR, Visma or its licensors may take all reasonable steps to protect its proprietary and commercial interests, including any remedy available by law.

4.2.4. The Customer (or its Clients, as applicable) is the sole owner of the Customer Data, including any IPR in and to the Customer Data, and/ or any Integrated Applications c.f. 2.3.

4.3. Warranty

4.3.1. Visma shall use commercially reasonable efforts to ensure that the Software will perform substantially as described in the Software Documentation during the Subscription Period, provided it is properly configured (including the Customer's choice of browser) and updated to a supported version. Supported versions may differ from Software to Software, and is available

from the Software Documentation. The Customer and Visma agree that the Software and delivery thereof will not be completely free of errors and that improving the Software is a continuous process.

- 4.3.2. Visma does not warrant that the Software will meet the Customer's requirements, operate correctly with the Customer's choice of equipment, systems or settings, setup, configuration, modifications, customisations, plugins or integrations not performed or controlled by Visma, or if delivered over the internet, be uninterrupted. Visma 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, Visma 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 Visma and/ or confirmed through Visma's support channels, and which occur during the Subscription Period. Visma 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 Visma 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 right of use for the affected Software. In such a case, the Customer has the right to a pro-rated refund for any Fees for the remaining Subscription Period for the affected Software, starting from the month following verification by Visma 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 Visma.
- 4.3.6. Except as expressly set forth herein, neither Visma nor its licensors offer any warranty, express or implied, including without limitation warranties of title, non-infringement, merchantability, fitness for a particular purpose or system integration capability. No claims other than those specifically set forth herein can be made with respect to the Software, and the Customer shall not base any claims on terms not expressly set forth in the TOS.
- 4.3.7. Links to websites not owned or controlled by Visma that appear in the Software or associated webpages or documentation are provided for convenience only. Visma is not responsible for such websites.

4.4. Liability

- 4.4.1. Visma is not responsible or liable for the Customer Data, including its content, ownership and legitimacy, nor for Use or other activities performed upon the Customer Data by the Customer or on behalf of the Customer, or otherwise outside the control of Visma.
- 4.4.2. If Visma is held responsible for the payment of compensation through a court-approved settlement or court-ruling c.f. 4.7.2 to the Customer as a result of breach of any of the obligations specified in the TOS, such compensation shall not under any circumstances include compensation for indirect or consequential losses or damages of any kind that arise as a result of or in connection with such a breach, including but not limited to any loss of Customer Data,

production, revenue or profit or third party claims or governmental sanctions, even in the event Visma has been advised as to the possibility of such damages. Visma's liability under the TOS is limited to direct damages, except as provided otherwise by mandatory provisions of law, such as damages caused by gross negligence or wilful misconduct.

- 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 12 months' Fees for the affected Software.
- 4.4.4. Neither Visma nor the Customer shall be liable for any delay or failure in performance arising out of or in connection with force majeure, including earthquake, riot, labour dispute, operations and legislation of and pertaining to the internet, and other events similarly outside the control of Visma or the Customer. In the event of legislation, directives or regulations pertaining to the Software or its delivery being changed, or new legislation or directives being passed after the Software have been made available in the market, which prevents Visma from fulfilling the instructions of the Customer or obligations under the TOS, and/ or which requires the suspension of the Software, in whole or in part, for a time limited period or indefinitely, this shall be considered a force majeure event.
- 4.4.5. Although Visma will exercise due care in providing secure transmission of information between the Customer and the Software, the Customer acknowledges that the internet is an open system and that Visma cannot and does not warrant or guarantee that third parties cannot or will not intercept or modify the Data. Visma accepts no liability for such misuse, disclosure or Data loss.

4.5. Indemnification

- 4.5.1. Visma shall defend the Customer against any claim or litigation where a third party claims that the Customer's use of the Software under the TOS infringes the third party's patent, copyright or other intellectual property right. The Customer shall immediately notify Visma of any such claim. Visma shall indemnify the Customer for any damages awarded to the third party for infringement under a court- approved settlement or court ruling, including lawyer fees, provided that the Customer cooperates with Visma at Visma's expense, and gives Visma full control of the legal process and settlement. Visma may at its discretion (i) modify the Software so that it no longer is in conflict, (ii) replace the Software with functionally equivalent software, (iii) obtain a license for the Customer's continued use of the Software or (iv) terminate the Customer's right of use for the Software against a refund of any Fees paid in advance for Subscription Periods that exceed the date of termination. The Customer may not make any other claims due to infringement of third party's right.
- 4.5.2. The foregoing indemnity shall not apply if the Software have been used in breach of the TOS, including if the claim arises out of any use, modification, integration or customisation of the Software not carried out by Visma.
- 4.5.3. The Customer shall defend Visma against any claim or litigation where a third party claims that the Customer's Data, or use of the Software in breach of the TOS, is in conflict or infringement with the third party's patent, copyright or other intellectual property rights, or is in breach or

violation of applicable law. Visma shall immediately notify the Customer of any such claim. The Customer shall indemnify Visma for any damages imposed under a court- approved settlement or court ruling, including lawyer fees, provided that Visma cooperates with the Customer at the Customer's expense and gives the Customer full control of the legal process and settlement. The Customer shall also indemnify Visma from all claims, fines, sanctions etc. resulting from the Customer's breach of the Customer's obligations regarding processing of Personal Data.

4.6. Termination

- 4.6.1. *Termination by the Customer:* The Customer may terminate the customer relationship or individual Software (including Users and Modules) for convenience and at any time according to the terms specified in the Order Confirmation. Terms may vary from Software to Software.
- 4.6.2. *Termination by Visma:* If a breach of any of the Customer's obligations under the TOS is confirmed by Visma, or suspected by Visma on reasonable grounds, or the Customer enters into bankruptcy or insolvency, Visma may suspend the Customer's access to the Software or restrict the Customer's access to read-only, until the matter is resolved. Visma shall give 30 days prior notification of any suspension or restriction of access, and give the Customer reasonable time to respond before suspending or restricting access. If the situation is not resolved within a reasonable amount of time, Visma reserves the right to terminate Customer's right of use for the Software, thereby terminating the customer relationship. Visma may, at its sole discretion, choose to terminate the Customer's right of use for the Software with immediate effect if the Customer is in material breach of the TOS or in violation of 2.3 API and Development Accounts, thereby terminating the customer relationship.
- 4.6.3. *Data deletion:* Upon termination, or Visma's legal basis for Processing the Data expires, for whatever reason, Visma will delete the Customer Data from its systems, unless mandatory provisions of law require the Visma continue to store the Data. In such an event, Visma shall continue to maintain the security of the data as set out in the TOS. The time to delete the data may vary from Software to Software. After deleting the Customer Data, Visma shall have no further obligations towards the Customer with regards to the Customer Data.
- 4.6.4. *Data return:* The Customer may request the return of the Customer Data no later than 30 days after termination. If more than 30 days have passed, the data may have been irrecoverably deleted. Visma shall return the Customer Data in a format, time and method of delivery determined by Visma. The format, time and method of data return may vary from Software to Software: please contact Visma (or your Partner) in good time before terminating in order to plan and perform the return of the data. Visma reserves the right charge its standard rates for data return. Certain Software may have functionality for data export by the Customer.

4.7. Governing law and dispute resolution

- 4.7.1. 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.

- 4.7.2. The rights and obligations of the Parties shall be governed in their entirety by the national law applicable to the Visma- company with which the Customer has entered into this agreement, excluding conflict of law regulations. If a dispute arises out of or in connection with the TOS or use of the Software, the Parties shall attempt to resolve the dispute through amicable negotiations. If the dispute cannot be resolved in this way, it shall be referred to the ordinary courts of law at the registered business address of Visma as the exclusive venue.
- 4.7.3. 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.
- 4.7.4. In cases of doubt over interpretation between the TOS in English and the TOS in any other language, English shall take precedence.

5. Change log

- No changes. This is the first version, published 18.04.2018.