

## 1. Introduction

These General Terms of Service (the "TOS") are standard terms that govern the use of the Software provided by Visma to the Customer. The Customer understands and accepts that by (i) placing an order, (ii) signing the order or the TOS, or (iii) clicking or marking "I accept", the Customer enters into a legally binding Agreement with Visma.

Unless agreed otherwise, the TOS shall also apply, where appropriate, to additional work ordered by the Customer as well as to implementation, development, installation, training and other services provided by Visma to the Customer.

## 2. Definitions

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.
Agreement	Collectively the Order Form, this TOS, price list valid at the time and other appendices mentioned in the Order form.
Customer	The entity identified in the Order Form who acquires from Visma the right to use the Software.
Customer Data	Customer's data and material, such as personal data and other Customer data, that the Customer or its Users upload to the Software or otherwise provide or make available to Visma for the Software.
Data	Defined in section 8.Data Protection and Data Processing
Fee(s)	The compensation, payable by the Customer to Visma for the right to use the Software.
Integrated Application	A non-Visma software application or service integrated with the Software using a Visma API, subject to specific terms.
Internal Business Operations	The use of the Software to support and manage the Customer's own internal business operations. "Internal Business Operations" shall not include operations and activities related to offering or making the Software available for third parties and similar activities.
Order Confirmation	Confirmation or other contractual document provided by Visma, specifying the Software included in the Customer's order (including Users and Modules) and Fees, as well as the details of the Visma company party to the Agreement, and any other applicable additional terms.
Order Form	Document or online form where, for example, the Parties, Services, Fees, detailed validity terms of the Agreement, Users and/or the number of Users, and other terms related to the use of the Software can be defined.
Party	Visma and the Customer as identified in the Order Form or Order Confirmation.
Software	A KYC-service provided by Visma using the SaaS (Software as a Service) model and related add-ons and services, including their new features, versions, and updates. The term "Service" may also be used interchangeably with the Software.
Terms of Service or TOS	The terms defined in section 1 and their appendices.

User	A natural person using the Software, who may be an employee of the Customer or another party to whom the Customer has granted a user account.
Visma	Visma Solutions Oy.

### 3. Software

Visma is responsible for ensuring that the Software is provided in accordance with the Agreement, carefully, and with the professional expertise required by the provision of the Software. Visma has the right to provide the Software as it sees fit, and to develop and change the content of the Software.

Visma provides the Customer with the access to the Software as it is made available online in accordance with the TOS. The Software is provided "as is", 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. The Customer acknowledges that the Software and its delivery are not entirely error-free and that improving and developing the Software is an ongoing process.

Visma 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.

Visma has the right to use subcontractors in the production of the Software, for the operations of which Visma is responsible as if they were its own. Companies belonging to the Visma Group are not considered subcontractors.

Visma has the right to temporarily suspend the provision of the Software, for a reasonable time, if this is necessary for implementing changes to the Software, and such measures cannot be implemented, at reasonable costs, without suspending the provision of the Software. Visma shall inform the Customer, well in advance, of any suspension of the Software referred to in this section, and of the duration of such a suspension.

Visma has the right to change the content of the Software 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.

Visma is not obliged to reimburse the Customer for any possible damage incurred for a temporary suspension of the Software or for changes concerning the content of the Software, or to reduce or eliminate any Fees.

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, 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.

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 validity of the Agreement. Visma may choose to replace the Software or functionality instead of performing a correction.

Without hearing the Customer, Visma has the right to prevent the Customer's access to the Software if there is good reason for Visma to suspect that the Software is being overloaded or used, with the Customer's username, against the terms of the Agreement or the law, or in a manner which risks the delivery of the Software.

Visma 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, 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 Visma.

#### **4. Right of Use**

Subject to the Customer's compliance with the Agreement, Visma grants the Customer and its Affiliates (if Affiliates are included in the Order Form or Order Confirmation) a limited right to use the Software solely for Internal Business Operations.

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. The Customer solely bears responsibility for ensuring that the Software is suitable for the Customer's business purposes.

User accounts are for single named individuals and may only be opened to third parties performing normal usage of the Software on behalf of the Customer, such as accountants, auditors, and consultants.

The Customer will not share usernames and passwords to user accounts to any third party without Visma's written consent.

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 right to use 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 Visma.

#### **5. Processing information about beneficial owners**

If the Customer has a version of the Software that allows for the retrieval of information about beneficial owners from the trade register personal data register, the Customer understands that the retrieval and processing of this information is only permitted to promote the purpose of the Act on Preventing Money Laundering and Terrorist Financing (444/2017) (money laundering act). In such a case, the Customer has declared to be an obliged entity under the money laundering act and processes beneficial ownership information only for purposes compliant with the act.

Visma does not verify on the Customer's behalf that the Customer has the legal right to process information about beneficial owners. The Customer is liable to Visma for all damages and ambiguities directed at Visma caused by the Customer using information about beneficial owners without the right to process this information. The Customer agrees to clarify their right to process information about beneficial owners to Visma if Visma requests it. Additionally, the Customer commits to assisting Visma if an authority or another party would request Visma to clarify the processing of this information conducted by the Customer.

Visma is not responsible for the accuracy or up-to-dateness of the data it searches for and delivers. The Customer understands that these data are compiled from external sources, and their updating and content is not the responsibility of Visma. Visma is not liable for whether the Customer has the right to retrieve such information through the Software or for what the Customer uses this information for.

## **6. Fees and Payment Terms**

The Customer agrees to timely pay Visma the Fees in accordance with the Order Form or Order Confirmation. The price for the Software shall be in line with the valid price list, as applicable, unless otherwise agreed upon, in writing, between the Parties. The valid price list from time to time is available online and/or within the Software. Charged Fees are non-refundable.

The Fees 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. Unless agreed otherwise, Visma will add the applicable value added tax (VAT) to the invoice.

Visma reserves the right to change the Fees, pricing model and basis of payment of the Software by notifying the Customer at least two (2) months prior the change takes effect via the Software's website, online community or email. If Visma's subcontractor increases the prices offered to Visma, Visma may increase the Fees for the Software by notifying the Customer one (1) month in advance. Further, Visma has a right to increase Fees for the Software in accordance with general price and cost level developments without notice and with effect from the 1st of January each year.

If Visma increases the Fees or changes the pricing model, the Customer has the right to terminate the Agreement on the effective date of the change by notification in writing at least fourteen (14) days before the effective date of the change. If the Customer does not terminate the Agreement, the changes will take effect on the date specified by Visma.

In the event of the Customer's non-payment or late payment of the Fees, Visma reserves the right to suspend the Customer's access to the Software or restrict the access to read-only, and charge penalty interest as permitted by law, with unpaid invoices sent to collection. If not resolved within a reasonable time, Visma reserves the right to terminate the Customer's right of use to the Software immediately.

## **7. APIs and Development Accounts**

Subject to the Customer's compliance with the TOS, The Customer may be granted with a limited right to use Visma APIs to integrate non-Visma software applications with the Software (Integrated Application).

The use of Visma's APIs, setting up development accounts, and gaining access to development environments, either as a Customer, developer, or independent software vendor, require acceptance of additional terms and/or the Visma's currently applicable relevant partner agreements and terms.

The API, the development environments, their documentation and Customer communities are fully owned by Visma, and all are provided "as is" without any warranties in regards to availability, uptime, quality or fitness for the Customer or developers needs or requirements, and the Customer is solely liable for any damage brought by using them. Visma may at its discretion and at any time with reasonable notice revoke and terminate the right to use the Visma API. Development accounts or developer environments may further be closed, revoked, terminated or limited upon suspicion of over-use, misconduct, lack of security, a breach of terms, data processing laws or intellectual property laws, or unlawful use. Visma reserves the right to charge additional Fees for any Visma API or development environment, current or future, including making the right of use or sale of Integrated Applications contingent upon payment of such Fees.

## 8. Data Protection and Data Processing

Visma processes personal data on behalf of the Customer in accordance with the data processing agreement attached as an appendix to this TOS. In addition to the terms of the data processing agreement, the processing of personal data and other data is subject to the terms defined in this section 8.

When using the Software, the Customer, Affiliates, Users and other third parties using the Software on behalf of the Customer, (i) will add Customer Data to the Software and (ii) generate or collect usage data related to the use of the Software, collectively referred to as Data. The Data may include both personal data and other information and data besides personal data.

Data may 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.

The Customer hereby grants Visma 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 and Customers, 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 services 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 SSoftware 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*. Visma may use Data for compliance purposes, for example by logging when a customer accepts the terms of service, fulfilling KYC or credit check purposes according to legislation or as part of operating the Visma security program.
- f) *Contractual obligations*. Visma may use the Data for the purpose of fulfilling its contractual obligations towards the Customer.

Visma may also use relevant information from public or commercially available sources and registers, and combine such information with Data as outlined above.

To the extent the Data contains personal data, Visma undertakes to process such personal data in accordance with the data processing appendix (Appendix 1), if Visma 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, Visma shall take alternative compensating measures to enhance protection.

Visma 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. Visma owns the intellectual property rights to service analytics, statistical data, and other similar anonymous information and results created or compiled by Visma based on the Data.

Visma has the right to disclose Data to its Affiliates, partners, sub-processors or subcontractors to the extent necessary for providing the Software in accordance with the TOS, unless otherwise specified in the Agreement or required by legislation or regulatory decisions.

## 9. Confidentiality

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

Confidential Information does not include a) information the recipient can demonstrate was in the recipient’s possession or knowledge prior to entering into the 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.

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

## 10. Intellectual Property Rights

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

The ownership and intellectual property rights to the Customer's Data belong to the Customer or a third party.

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

## **11. Infringement of Intellectual Property Rights**

Visma 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 Visma.

Visma's obligation to indemnify the Customer pursuant only applies if: (i) the Customer notifies Visma immediately upon becoming aware of the claim; (ii) the Customer gives Visma full control of the negotiations, legal processes, and settlement, if applicable; (iii) the Customer cooperates with Visma in accordance with Visma's reasonable instructions; (iv) the claim is not related to, or caused by, the Customer's breach of the TOS or Visma'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 Visma.

Upon becoming aware of a potential or actual IPR infringement, Visma 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 right to use the Software against a refund of Fees paid in advance for the part of the subscription period exceeding the termination date.

The Customer shall, at its own expense, defend Visma against claims or litigation where a third party claims that the Customer 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. Visma shall without undue delay notify the Customer of such claims. The Customer shall indemnify Visma for damages imposed under a court-approved settlement or court ruling, including lawyer fees, provided that Visma reasonably cooperates at the Customer's expense and gives the Customer control of the legal process and settlement.

The remedies set out in this section 11 are the Customer's sole remedies with respect to third-party IPR infringement claims.

## **12. Limitation of Liability**

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

Total accumulated liability for Visma under the Agreement shall in total not exceed an amount equalling 3 months' Fees for the affected Software immediately preceding the event giving rise to liability, unless otherwise agreed in the Order Form or Order Confirmation.

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.

## **13. Term and Termination of the Agreement**

### **Term and termination**

The Agreement shall enter into force and continue indefinitely once the Customer has ordered the Software and it has been opened unless otherwise agreed on the Order Form or Order Confirmation or otherwise in writing.

Either Party has the right to terminate the Agreement or part of it in writing, with a notice period of three (3) months, unless otherwise agreed on the Order Form or Order Confirmation.

Visma shall always have the right to terminate the Agreement with immediate effect if (i) the Customer or its management has been sentenced or suspected to violate the local laws or (ii) the Customer or its management or its direct or indirect shareholder is or becomes subject to, or operates in a country that is or becomes subject to, the sanctions imposed by the EU or United Nations from time to time.

### **Suspension of Software delivery**

Visma has the right to suspend the Customer's access to the Software or limit access to read-only in the following cases: (i) the Customer has confirmedly or probably violated the Agreement, (ii) the Customer seeks or is sought for bankruptcy or other insolvency procedures, or the Customer transfers a significant portion of its assets to creditors, or (iii) the Customer has undertaken or threatens to undertake illegal or offensive actions against Visma. The aforementioned right is in force as long as the situation is resolved. Visma informs the Customer in advance and gives the Customer a reasonable time to respond before suspending access to the Software. Visma has the right to terminate the Agreement immediately if the Customer fails to correct or cease their actions. Visma always has the discretion to terminate the Agreement with immediate effect if the Customer materially breaches the Agreement, becomes insolvent, files for bankruptcy, enters liquidation or corporate reorganisation, or otherwise ceases conducting its business operations.

### **Effects of the termination of the Agreement**

Upon termination of the Agreement, the Customer must immediately cease using the Software.

The Customer is entitled to request Visma to return the Customer's material stored in the Software (including personal data). Upon the Customer's written request, Visma shall return to the Customer the aforementioned material, to the extent the applicable Software reasonably allows, in a generally used electronic format by way of



physical media or other standard manner. Visma shall have the right to charge for the collection and processing of the material and of returning it to the Customer in accordance with Visma's price list as in force from time to time. This request must be received within 30 days of the termination of the Agreement. If more than 30 days have passed, the data may have been irrecoverably deleted. Visma shall delete the material from its systems within a reasonable period of time after the termination, unless mandatory provisions of law require Visma to continue to store the data or Visma has a legal basis to process certain data. After deleting the material, Visma shall have no further obligations towards the Customer with regards to the material.

Regardless of the reasons for terminating the Agreement, Visma is not obliged to return any of the payments made by the Customer that relate to the time before the termination date.

#### **14. Use of References**

Visma has the right to use the name and logo of the Customer's company as a reference.

#### **15. Notifications**

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.

The Customer is responsible for providing Visma with at all times up to date contact information, including a primary contact email.

All notices shall be deemed delivered and effective immediately upon Visma sending or mailing them.

#### **16. Assignment of the Agreement**

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

#### **17. Other agreements**

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

#### **18. Claims**

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

#### **19. Amendments to the Agreement**

Visma reserves the right to unilaterally make changes to the TOS. Changes do not include alterations allowed by the TOS regarding the Software and its service description.

Visma will notify the Customer of any changes to the TOS in advance through the Software or via email. The change will take effect on the date specified in the notice, however, no earlier than one (1) month after the transmission or

sending of the notification to the Customer.

The Agreement continues in its modified content unless the Customer informs Visma within one (1) month of the transmission of the change notification that they do not accept the modification. If the Customer does not accept the modification, both parties have the right to terminate the Agreement effective from the date the change takes effect. The Customer is deemed to have accepted the modification when they have been notified of the change and continue to use the Software after the change has taken effect.

## **20. Interpretation of the Agreement**

If the terms of the Agreement and its appendices are in conflict, the following order of priority shall apply:

1. Order Form or Order Confirmation
2. This TOS
3. Data Processing Appendix

## **21. 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. The place for arbitration shall be Helsinki.

## **APPENDIX 1: DATA PROCESSING APPENDIX**

### **1. Introduction**

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

### **2. Definitions**

- 2.1 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").
- 2.2 The Customer shall act as a Controller with respect to the data stored in Service. Visma acts as the Processor.

### **3. Scope**

- 3.1 This appendix regulates the Processing of Personal Data by the Processor on behalf of the Controller and outlines how Processor shall contribute to ensure privacy on behalf of the Controller and registered Data Subjects, through technical and organisational measures in accordance with applicable privacy legislation, including the GDPR.
- 3.2 The purpose of processing Personal Data by the Processor on behalf of the Controller is to fulfil the obligations according to the Agreement.
- 3.3 In cases of conflict, this appendix has priority over any conflicting provisions regarding the Processing of Personal Data in the Agreement or any other agreements between the Parties. This Agreement is valid for as long as agreed in Section A.

### **4. Processor's rights and obligations**

- 4.1 Processor shall only Process Personal Data on behalf of and in accordance with the Controller's documented instructions. By approving this appendix, the Controller shall instruct the Processor to process Personal Data in the following manner: i) only in accordance with applicable law; ii) to comply with any obligations under the Agreement; iii) in the manner specifically determined by the Controller in connection with the normal use of the Processor's services and; iv) as specified in this appendix.
- 4.2 Processor has no reason to believe that legislation applicable to it prevents it from fulfilling the instructions mentioned above. The Processor shall, upon becoming aware of it, notify the Controller of instructions or other Processing activities by the Controller which in the opinion of the Processor, infringes applicable privacy legislation.
- 4.3 The categories of Data Subjects and Personal Data subject to be processed in accordance with this appendix are listed in Section A below.
- 4.4 The Processor shall ensure the confidentiality, integrity and availability of Personal Data are according to the privacy legislation applicable to the Processor. The Processor 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.
- 4.5 The Processor shall assist the Controller by appropriate technical and organisational measures, insofar as

possible and taking into account the nature of the Processing and the information available to the Processor, in fulfilling the obligations under applicable privacy legislation of the Controller with regards to request from Data Subjects, and general privacy compliance under the GDPR article 32 to 36.

- 4.6 If the Controller requests information or assistance on security measures, documentation or other information related to the Processor's processing of Personal Data, and the content of the requests deviates from the standard information or assistance provided by the Processor under the applicable data protection regulations and results in additional work for the Processor, the Processor may charge the Controller for additional services.
- 4.7 The Processor 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.
- 4.8 The Processor 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.
- 4.9 The Processor will, by notifying the Controller without undue delay, enable the Controller to comply with the legal requirements regarding notification to data authorities or Data Subjects about privacy incidents.
- 4.10 Further, the Processor will to the extent it is appropriate and lawful notify the Controller 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
- 4.11 The Processor will not respond directly to the Data Subjects' requests unless the Controller has authorised the Processor to do so. The Processor 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.
- 4.12 The Processor does not manage and is not responsible for the way in which the Controller uses the API or similar to integrate a third-party software to the Processor's service. The Controller is fully responsible for these integrations.
- 4.13 The Processor might Process Personal data about users and the Controller's use of the Service when it is necessary to obtain feedback and improve the Service. The Controller grants the Processor 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 the Processor provides the services and to enable the Processor to create new features and functionality in connection with the services. The Processor shall be considered the Controller for such processing and the processing is therefore not subject to this appendix.
- 4.14 When using the service, the Controller will add data to the Service ("Customer Data"). The Controller acknowledges and does not object to the Processor using Customer Data in an aggregated and anonymized format for improving the services delivered to customers, research, training, educational and/or statistical purposes.

## **5. The Controller's rights and obligations**

- 5.1 When approving this appendix, the Controller shall confirm the following:
  - The Controller has legal authority to process and disclose to the Processor (including any subprocessors used by the Processor) the Personal Data in question.
  - The Controller has the responsibility for the accuracy, integrity, content, reliability and lawfulness of the Personal Data disclosed to the Processor.

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

## **6. Use of subprocessors and transfer of data**

- 6.1 As part of the delivery of services to the Controller according to the Agreement and this appendix, the Processor will make use of subprocessors and the Controller 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. The Processor shall ensure that subprocessors agree to undertake responsibilities corresponding to the obligations set out in this appendix.
- 6.2 The Processor 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 Controller. This is usually for the purposes of development, support, operations etc. The Controller may request more detailed information about subprocessors.
- 6.3 If the subprocessors are located outside the EU or the EEA, the Controller gives the Processor authorisation to ensure proper legal grounds for the transfer of Personal Data out of the EU /EEA on behalf of the Controller, hereunder by entering into EU Standard Contractual Clauses (SCCs).
- 6.4 The Controller shall be notified in advance of any changes of subprocessors that Process Personal Data. If the Controller objects to a new subprocessor within 30 days after a notification is given, the Processor and the Controller shall review the documentation of the subprocessors compliance efforts in order to ensure fulfilment of applicable privacy legislation. If the Controller still objects and has reasonable grounds for this, the Controller has the right to terminate the Agreement with a 30-day notice period. Due to the nature of the standard service provided by the Processor to the Controller in accordance with the Agreement, the Controller cannot require the Processor to stop using the subprocessor.

## **7. Security**

- 7.1 The Processor is committed to provide a high level of security in its products and services. The Processor 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.
- 7.2 The Agreement sets forth the measures or other data security procedures that the Processor implements in the Processing of the Personal Data. The Controller shall be responsible for the appropriate and adequate security of the equipment and the IT environment under its responsibility.

## **8. Audit rights**

- 8.1 The Controller may audit the Processor's compliance with this appendix up to once a year. If required by legislation applicable to the Controller, the Controller may request audits more frequently. To request an audit, the Controller must submit a detailed audit plan at least four weeks in advance of the proposed audit date to the Processor, 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 Controller gives the Processor authority to decide, due to security reasons, that audits shall be performed by a neutral third party auditor of the Processor's choosing.
- 8.2 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 the Processor confirms that there are no

known material changes in the measures audited, the Controller agrees to accept those findings instead of requesting a new audit of the measures covered by the report.

- 8.3 In any case, audits must be conducted during regular business hours at the applicable facility, subject to the Processor's policies, and may not unreasonably interfere with the Processor's business activities.
- 8.4 The Controller shall be responsible for any costs arising from the Controller's requested audits. Requests for assistance from the Processor may be subject to fees.

## **9. Term and termination**

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

## **10. Changes and amendments**

- 10.1 Amendments to this appendix shall be made in accordance with the section 19 'Amendments to the Agreement' of the terms of the TOS.
- 10.2 If any provisions in this appendix become void, this shall not affect the remaining provisions. The Parties shall replace the void provision with a lawful provision that reflects the purpose of the void provision.

## **11. Liability**

- 11.1 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 TOS.

## **12. Governing law and legal venue**

- 12.1 This appendix shall be governed by the laws and jurisdiction specified in the TOS.

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

### A.1 Categories of Data Subjects

- Customer's end users
- Customer's clients' contact persons and representatives
- Customer's clients' owners (ultimate beneficial owners and other owners)

### A.2 Categories of Personal Data

- Contact information, such as name, phone number, email address etc.
- Identification information, such as social security number, tax number, birthday, gender, photograph, nationality, passport or other ID card
- Workplace information, such as position, employer company, work tasks, education, and PEP (Politically Exposed Persons) information
- Financial information, such as salary and information regarding sanctions applicable to the person
- Service-related information, such as username, password, user rights, log data, IP address

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

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

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

<b>The Sub processor shall on behalf of the Processor, process information regarding:</b>	<b>Yes</b>	<b>No</b>
racial or ethnic origin, or <b>political</b> , 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
children's personal data (in the case of PEP persons)	*	x

\* Yes, if the customer collects PEP information using the Software.

#### A.4 Purpose of the processing

The purpose of the Processor's processing of personal data on behalf of the Controller is:

*Delivery of services in accordance with the Agreement.*

#### A.5 Nature of the processing

The Processor's processing of personal data on behalf of the Controller shall mainly pertain to:

*Processing includes receiving materials containing personal data, storing personal data, and making the materials available to users. Processing also includes the deletion of personal data after the Agreement has ended or in a separately agreed manner.*

#### A.6 Duration of the processing

The Processor Processes Personal Data on behalf of the Controller for the period specified below:

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



## Section B - Overview current subcontractors

The following subprocessors of the Processor with access to the Controller's Personal Data. However, an up-to-date list can be found at: <https://www.visma.com/trust-centre-products/netvisor-kyc>

Name	Purpose	Location
Microsoft Azure	Hosting	EU/EEA
Pinja Group Oy	Service development	EU/EEA

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