



Nmbrs General Terms and Conditions of Delivery

APRIL 2022

1. Definitions

1.1 Subscriber: The natural or legal person who is legally entitled to accept the agreement on behalf of the entity.

1.2 Subscription: Obtaining the right to access and use Nnbrs for the duration of the agreement period.

1.3 Administrator User: The registered End User who has been granted administrative rights and has been designated by the Subscriber to administrate the Subscriber's Environment.

1.4: API(s): Standard software based on web standards, designed to enable third-party computer programmes/software applications to communicate/exchange data with Nnbrs.

1.5 Application Manager: The Subscriber or a natural person designated by the Subscriber who is familiar with (the functionalities of) Nnbrs. The Application Manager serves as a point of contact and is authorised to act on behalf of the Subscriber to perform tasks such as registering End Users and Administrator Users, all in compliance with these Terms and Conditions.

1.6 Company/Companies: A legal person or specific administrative entity for whom Nnbrs is used to administer a payroll to which End Users optionally have access.

1.7 Contract Owner (referred to in Nnbrs as the Legal Owner): The Subscriber or a natural person designated by the Subscriber who serves as (Client) data owner and is authorised to upgrade/ downgrade the Subscription on behalf of the Subscriber.

1.8 End User: A natural person who uses Nmbrs under the control of the Subscriber and who can log into the Subscriber's Environment as a user and gain access to one or more Companies.

1.9 Breach: A security violation which unintentionally or illegally results in deletion, loss, modification, unauthorised sharing or unauthorised access to Personal Data that has been submitted, saved or otherwise processed.

1.10 Infrastructure: The hardware, data-communication facilities and system software used by Visma Nmbrs Sweden to provide the SaaS.

1.11 Nmbrs: The computer programme/software application for HR and Payroll services, which is exclusively available on a SaaS basis and is supplied by Visma Nmbrs.

1.12 Visma Nmbrs Sweden: Visma Nmbrs Sweden, legally registered in Stockholm, Sweden. Listed in the Swedish commercial registry under number 556976-8764. Visma Nmbrs Sweden, is a 100% subsidiary of Visma Nmbrs. Visma Nmbrs is legally registered in Amsterdam, the Netherlands, and headquartered at Naritaweg 70, 1043 BZ Amsterdam, listed in the Dutch commercial registry under number 57771847

1.13 Environment: An environment within Nmbrs with a collection of companies associated with a Subscriber or accountant (or similar) organisation, to which only End Users of the accountant's own clients have access.

1.14 Agreement: Confirmation of the order to purchase/begin a Subscription for the agreed monthly fee.

1.15 Personal Data: Personal data as defined by Applicable Law, which Visma Nmbrs Sweden processes at the behest of the Subscriber in accordance with the Agreement.

1.16 SaaS: The provision of (a module of) the software installed on Visma Nmbrs Sweden Infrastructure at a location chosen by Visma Nmbrs Sweden which is made available via (multi-tenant) remote access to multiple subscribers simultaneously.

1.17 Standard Price: The current price for each Administrator User, End User or Employee in accordance with the current price list displayed on the website of Visma Nmbrs Sweden and in accordance with the predefined values at the time the Agreement is accepted.

1.18 Applicable Law: Current applicable data protection legislation, including the General Data Protection Regulation (EU) 2016/679 of 27 April 2016, which protects natural persons with regard to the processing of personal data and to the free movement of this data, and which supersedes Directive 95/46/EG (the Data Protection Directive), along with current implementing regulations.

1.19 Processing: Part or all of the processing performed with regard to personal data in whole or in part which may be executed by automated means, including but not limited to the collection, recording, organisation, structuring, storage, editing or modification, retrieval, inspection, use, issuing by means of sending, distribution or release by any means, aggregation or combination, isolation, deletion or destruction of data.

1.20 Employees: Natural persons working in an employment capacity who receive a salary payment from a specific company within a period.

2. Applicability of Conditions

2.1 These conditions apply to all orders and subsequent follow-up orders for Nmbros Subscriptions. The General Terms and Conditions may be consulted by the Subscriber and downloaded from the website www.nmbros.nl (in these Terms and Conditions: the Website).

2.2 Visma Nmbros Sweden is never obliged to supply the Subscriber with a physical data carrier containing Nmbros.

2.3 By starting a Subscription or placing an order for one, the Subscriber declares his/her agreement with the content and applicability of these Terms and Conditions.

2.4 Visma Nmbros Sweden is entitled to modify the applicable General Terms and Conditions at any time during the Agreement period. In such an event, Visma Nmbros Sweden shall inform the Subscriber of this at least three (3) months before such changes take effect.

2.5 The applicability of any purchase or other conditions of the Subscriber is explicitly excluded. If Visma Nmbros Sweden signs or (tacitly) agrees to documents provided by the Subscriber to which such general terms and conditions apply, then this shall not constitute an acceptance of such terms and conditions.

2.6 Should any provision of these Terms and Conditions be or become nullified, then the remaining provisions of the Terms and Conditions shall remain in effect without prejudice. Visma Nmbrs Sweden and the Subscriber shall in that case enter into consultations with the aim of agreeing on new provisions to replace the nullified provisions, taking the purpose and intent of the nullified provisions into account to the greatest extent possible.

2.7 Visma Nmbrs Sweden is entitled to set conditions for the qualifications and number of Application Managers that the Subscriber appoints.

3. Proposals and origination of agreement

3.1 All offers and other expressions by Visma Nmbrs Sweden are without obligation, unless indicated otherwise by Visma Nmbrs Sweden in writing.

3.2 An agreement comes into effect between Visma Nmbrs Sweden and the Subscriber upon receipt of the order confirmation by the Subscriber.

4. Price, amount to be paid and payment

4.1 All prices are exclusive of sales tax (VAT) and other levies imposed or to be imposed by the authorities. Unless otherwise agreed, all prices are always in SEK and the Subscriber must issue all payments in SEK.

4.2 If the Subscriber consists of several natural persons and/or legal persons, each of those persons is jointly liable to pay the sums due under the Subscription.

4.3 The relevant documents and information from the administration or system of Visma Nmbrs Sweden constitute full proof of the services rendered by Visma Nmbrs Sweden and the resulting amounts owed by the Subscriber, without prejudice to the right of the Subscriber to supply proof to the contrary.

4.4 Visma Nmbrs Sweden reserves the right to change these prices each year without prior notice on the grounds of indexation and/or general increases in prices and costs.

4.5 Visma Nmbrs Sweden reserves the right to change the Subscription fees no more than twice per year, with notice issued at least three (3) months in advance to the Subscriber, for reasons other than those stated in Paragraph 4.4. Furthermore, Visma Nmbrs Sweden reserves the right to change these prices with advance notice of one (1) month in the event that Visma Nmbrs Sweden is subject to a price increase by one of its subcontractors.

4.6 Settlement for the use of Nmbrs is based on the number of salaried Employees. The Subscriber is automatically invoiced at the end of each month for the number of salaried Employees. In the case of weekly salaries, the number of salaried Employees is calculated once every four (4) weeks (an employee with a weekly salary is calculated only once every four (4) weeks).

4.7 The Subscriber is automatically invoiced for registered End Users and Administrator Users in accordance with Paragraphs 4.8 and 4.9, starting with the month in which these users are registered (regardless of day of the month on which the registration took place). No charges shall be invoiced for Administrators and End Users who are registered and deregistered within one and the same month and who have not logged in.

4.8 If the Subscriber is an accounting (or similar) organisation, the Subscriber may register accounts for its own clients for using Nmbrs as End Users within the Environment. The Subscriber shall remain responsible for registering accounts for all types of End Users and for the timely removal of End Users from the Environment who have cancelled their subscription with the Subscriber or have erroneously been registered by its End Users.

4.9 The Subscriber may create accounts for an unlimited number of new Administrator Users and End Users within the Environment, and the Subscriber shall be charged for each End User at either the Standard Price for that type of End User, or at the price specified in the Agreement (if different). If a second account is created for an End User using a username and password that has already been registered within the Environment, the Subscriber shall be charged only once for that End User, at a price that is based on the system role with the most rights linked to that End User for the month in question.

4.10 All amounts owed by the Subscriber to Visma Nmbrs Sweden shall be paid via direct debit.

4.11 If direct debits for any reason whatsoever do not lead to full (timely) payment of the fee owed, the Subscriber, without any payment reminder or notice required, shall by default owe statutory interest on the outstanding amount owed. If the Subscriber fails to settle the amount after being issued a payment reminder or notice, Visma Nmbrs Sweden escalate the claim to a debt collection agency, in which case the Subscriber shall be obliged to pay the total amount owed as well as all collection fees, including any costs charged by external experts, without prejudice to the right of Visma Nmbrs Sweden to total or partial suspension of the execution of the Subscription and without prejudice to the right of Visma Nmbrs Sweden to exercise any other statutory and/or agreed right.

5. Confidentiality

5.1 The Subscriber and Visma Nnbrs Sweden shall take due care to ensure that it shall treat a secret any information received from the other Party that is known to be or can reasonably be assumed to be confidential. The Party which receives such confidential information shall only use it for the purpose for which it has been provided. In any case, any information that is specified as confidential by either of the parties shall be treated as such.

6. Privacy, data processing and protection

6.1 In executing its obligations on the Agreement, Visma Nnbrs Sweden processes Personal Data belonging to (clients of) the Subscriber. Visma Nnbrs Sweden processes this Personal Data for the purposes of performing the HR- and Payroll-related processes of (clients of) the Subscriber. This processing takes place at the behest and under the control of the Subscriber.

6.2 Visma Nnbrs Sweden functions as the Data Processor with respect to the data for which the Subscriber can be considered the Data Controller; or as the sub-processor of data for which the Subscriber can be considered the Data Processor, as defined by Applicable Law.

6.3 The Subscriber provides Visma Nnbrs Sweden with Personal Data of Employees (including potential employees, freelancers, volunteers), Former Employees and Benefits Recipients (of clients) of the Subscriber (hereinafter: Data Subjects), which Visma Nnbrs Sweden processes at the behest of the Subscriber.

6.4 When fulfilling its obligations and rendering services to the Subscriber as defined in the Agreement, Visma Nmbrs Sweden may process Personal Data that includes but is not limited to the types listed below:

Name, address and location information, (Copies) of personal identification (ID)	Employment information
Social security ID number (Dutch BSN)	Education information
Contact details (including telephone numbers and email addresses)	Leave and absenteeism information
Marital status and family details	Job description
Financial/salary information	Bank account numbers
Compensation, benefits and/or pension information	Cash inflows/outflows and employment contracts

6. Privacy, data processing and protection

6.5 Visma Nnbrs Sweden shall process the Personal Data based on instructions (including the order as formulated within the Agreement and General Terms and Conditions) of the Subscriber. The Subscriber is responsible for ensuring that its instructions are compliant with the applicable legislation. The Subscriber shall continue to extend the order to Visma Nnbrs Sweden to process Personal Data for the entire period in which the data is processed. Visma Nnbrs Sweden shall process the Personal Data in a proper and careful manner. Visma Nnbrs Sweden shall immediately inform the Subscriber if it is of the opinion that any instruction constitutes a violation of Applicable Law.

6.6 Visma Nnbrs Sweden shall process the Personal Data whenever obligated to do so by law, including the processing necessary pursuant to an official court order, an order issued by the competent authority, an instruction or legal request from the relevant competent supervisory authority, such as the Dutch Data Protection Authority. Visma Nnbrs Sweden shall inform Subscriber without undue delay of any instruction or other notification issued by a competent authority (such as the Dutch Data Protection Authority) with regard to the Personal Data. Insofar as this legal obligation exceeds the contractual obligations of the Data Processor as defined in the Agreement and may have consequences for agreed costs and scheduling, the obligation to execute such Data Processing exists only after the Parties have reached an agreement on this.

6.7 Visma Nnbrs Sweden shall process Personal Data exclusively upon the Subscriber's instructions and/ or in compliance with the obligations pursuant to the Agreement. Visma Nnbrs Sweden understands these obligations to include the provision of (aggregated and anonymised) analyses to the Subscriber by means of artificial intelligence algorithms; conducting statistical research; use of information for invoicing purposes; conducting statistical research and carrying out product improvements on Nnbrs; and (possible) renders of services to the Subscriber.

6.8 Visma Nmbrs Sweden is entitled to use data related to the use of Nmbrs which has been input and/ or generated by the Subscriber and/or its End Users for the supply, development, security and/ or maintenance of Nmbrs and new products and/or services. Visma Nmbrs Sweden may share this data with parties affiliated with Visma Nmbrs Sweden under the understanding that any such affiliated party may use this data exclusively for the supply, development, security and/or maintenance of its products and/or services.

6.9 In its capacity as a Data Processor, Visma Nmbrs Sweden is entitled to perform the processes required to render data anonymous so that the data described in Paragraph 6.8 can no longer be used to identify a Data Subject and/or can be considered Personal Data under Applicable Law.

6.10 The Subscriber guarantees that it has fulfilled all the requirements for the lawful processing of the Personal Data which is input by the Subscriber, including the requirement that the Personal Data is obtained in a manner that accords with current legal regulations, particularly those pursuant to Applicable Law. The Subscriber guarantees Visma Nmbrs Sweden that the content of the data, the use of the data by or on behalf of the Subscriber, as well as the instructed processing of the data, is in no way unlawful and in no way constitutes an infringement of the Data Subject's rights.

6.11 The Subscriber indemnifies Visma Nmbrs Sweden against any claims from persons whose Personal Data is registered or processed in the course of a personal registration performed by the Subscriber or for which the Subscriber is otherwise responsible on legal grounds, unless Subscriber proves that Visma Nmbrs Sweden is solely culpable for the underlying facts of the claim.

6.12 Visma Nmbrs Sweden is bound to confidentiality with regard to Personal Data provided by the Subscriber, except to the extent necessary pursuant to the instructions as defined in the Agreement, pursuant to any additional written instruction from the Subscriber or to a legal obligation (including processing necessary under an official court order, instructions issued by the competent authority, an instruction or legal request from the relevant competent supervisory authority, such as the Dutch Data Protection Authority) or when the Subscriber's written consent is obtained in advance.

6.13 Visma Nmbrs Sweden guarantees anyone acting under its authority is bound to confidentiality with regard to the Personal Data to which he or she has access, in accordance with the provisions of the previous paragraph.

6.14 Visma Nmbrs Sweden is entitled to assign access and identification codes to the Subscriber. Visma Nmbrs Sweden is also entitled to change assigned access and identification codes. In the event that an access or identification code is changed, Nmbrs shall consult with the Subscriber to provide new access or identification codes and not pose any undue limitations on the Subscriber's access to Nmbrs. The Subscriber shall treat the access and identification codes as confidential and handle them with due care, making them known on a strictly individual basis to authorized staff members only.

6.15 Visma Nmbrs Sweden is not liable for any damages or costs resulting from the use or misuse of access or identification codes. In the event of damages or costs incurred by the Subscriber as a result of 'regular use' by 'authorised users', then both Parties shall consult with each other in good faith to devise a suitable solution.

6.16 Visma Nmbros Sweden shall provide its support to the Subscriber for the fulfilment of its legal obligations pursuant to the Applicable Law. Visma Nmbros Sweden will do so to the extent possible and insofar as this obligation lies reasonably within the sphere of influence of Visma Nmbros Sweden, by means of appropriate technical and organisational measures, also taking into consideration the nature of the processing. Visma Nmbros Sweden is entitled to transfer to the Subscriber the reasonable costs thus incurred.

6.17 Visma Nmbros Sweden shall adopt appropriate technical and organisational security measures, which, given the current state of the technology and the related costs, correspond to the nature and sensitivity of the Personal Data and the purpose for which the data is processed, for the protection of the Personal Data against loss or unlawful processing, as defined in Article 32 of the General Data Protection Regulation (GDPR).

6.18 Visma Nmbros Sweden shall take care to ensure that for the duration of the Agreement period, it demonstrably meets the internationally accepted norm(s), assurance standard(s) and/or internationally accepted certification(s) that are relevant with regard to Nmbros and the services rendered by Visma Nmbros Sweden. Upon request, Visma Nmbros Sweden shall provide the Subscriber (free of charge) with the order letter and/or cover letter of the certification declaration ('assurance report'). Upon request, Visma Nmbros Sweden shall also provide the Subscriber with the full certification statement (assurance report), under the required conditions and for a reasonable fee. Visma Nmbros Sweden reserves the right to replace the certification and/or assurance standard in use with another adequate and generally accepted certification and/or assurance standard, based on international standards.

6.19 The Subscriber can obtain an overview of all the technical and organisational measures currently in place by requesting/obtaining the most recent applicable 'assurance report' and/or the Nmbros IT white paper (or similar information source released by Nmbros Sweden AB).

6.20 The Subscriber has the right to conduct audits under the terms and conditions described in this article. If the Subscriber makes a request to conduct an audit in accordance with the terms and conditions of this article, Visma Nmbros Sweden shall grant auditors access to the locations where Personal Data is processed on behalf of the Subscriber. Visma Nmbros Sweden shall offer full cooperation and any information that Subscriber may reasonably require for the audit. Such an audit shall be carried out by an independent third party, which shall be selected by the Subscriber in consultation with Visma Nmbros Sweden. This party shall at least be qualified as an independent expert auditor certified to verify compliance with Applicable Law. The auditor must be willing to sign a confidentiality agreement prior to the audit. The audit (including the documentation and other information to which the Audit extends) and the results thereof shall be treated as confidential by the Subscriber and the external party. The Subscriber shall provide Visma Nmbros Sweden with a complete, unabridged copy of the results of the audit as soon as possible in a legible and lasting form for Visma Nmbros Sweden insofar as the results of the audit relate to Visma Nmbros Sweden (and any of its sub-processors). The audit and the results may be provided to a third party for inspection only with prior consent of Visma Nmbros Sweden. Such consent shall not be withheld on unreasonable grounds. The costs (both internal and external) of the audit shall be for the account of the Subscriber, unless the audit reveals significant failures on the part of Visma Nmbros Sweden to adhere to the obligation contained in this article either at present or in the past. Before the start of an audit, both parties shall agree on the scope, planning and duration and determine the hourly rate which Visma Nmbros Sweden and its sub-processors may charge the Subscriber for the support provided.

The Subscriber is not permitted to request an on-site audit if Visma Nmbros Sweden can present a recent internal or external audit report that covers the same locations for which the Subscriber requests an audit, unless the Subscriber demonstrates that such an internal or external audit report does not meet the requirements as stated in Applicable Law.

6.21 In the event of a Breach with respect to Personal Data processed by Visma Nmbros Sweden or its subprocessors, Visma Nmbros Sweden shall inform the Subscriber without unreasonable delay (in any case, within 48 hours) once the breach has been discovered. Visma Nmbros Sweden shall provide the Subscriber with all information deemed reasonably necessary under Applicable Law to enable the Subscriber to report this correctly, completely and in a timely manner to the competent regulatory authority (such as the Dutch Data Protection Authority) and the relevant Data Subjects. If any new and relevant developments occur after the Subscriber has been notified as described in this article, including measures adopted by Visma Nmbros Sweden (including its sub-processor) to limit the consequences of the incident on its part and to prevent recurrence, Visma Nmbros Sweden shall immediately inform the Subscriber.

6.22 Visma Nmbros Sweden shall, where necessary, assist the Subscriber in adequately informing the competent regulatory authority or authorities and Data Subjects regarding the Breach in question, in accordance with the relevant provisions of Applicable Law. Without prejudice to the provisions of Article 6.12, the Parties shall observe strict confidentiality with regard to any Breach and the Parties shall report Breaches only to the competent regulatory authority or authorities and to the Data Subject or Subjects concerned, in accordance with the provisions of Applicable Law.

6.23 The Subscriber hereby authorises Visma Nnbrs Sweden, in general, to use the services of subprocessors as part of the Agreement, as specified on the website of Visma Nnbrs Sweden <https://www.nnbrs.com/security/subprocessors>. On this website, the Subscriber also has the option to register to receive notifications pertaining to proposed changes or additions of sub-processors.

6.24 The Subscriber hereby authorises Visma Nnbrs Sweden, in general, to use, in the context of the Agreement, the services of sub-processors located within the European Economic Area as well as those of sub-processors located in countries of which the European Commission has deemed to offer an adequate level of protection. In the event that Visma Nnbrs Sweden wishes to make use of the services of sub-processors located in a country which does not offer an adequate level of protection under the terms alluded to above, Visma Nnbrs Sweden must first obtain prior written consent from the Subscriber, which the Subscriber shall not withhold without reasonable grounds. The Subscriber shall not withhold its consent if Visma Nnbrs Sweden ensures that the data exchange in question will occur by means of a CJEU-approved method and that a suitable level of security will be provided.

6.25 Visma Nnbrs Sweden shall, before replacing a sub-processor or engaging a new sub-processor, ensure that the overview is updated on <https://www.nnbrs.com/security/subprocessors>. The Subscriber shall regularly consult <https://www.nnbrs.com/security/subprocessors>; if, on reasonable grounds, the Subscriber is unable to agree with a proposed change or addition of a particular subprocessor, the Subscriber has the right to object, within 10 working days after the notification. In the event of such an objection, Visma Nnbrs Sweden may, within a period of four (4) weeks, propose an alternative to continue the relevant service. If Visma Nnbrs Sweden does not offer an alternative, the Subscriber has the right to terminate the Agreement, without Visma Nnbrs Sweden being liable to pay damages to the Subscriber as a result of this termination. Any sub-processors that Visma Nnbrs Sweden contracts with shall be subject to the same obligations as Visma Nnbrs Sweden applies to itself, pursuant to Article 6.

7. Dissolution, termination and modification of the agreement

7.1 The Subscription can be cancelled by the Subscriber with a notice period of one (1) month before the end of a calendar month in writing and by Visma Nnbrs Sweden with due observance of a written notice period of two (2) months at the end of a calendar year. Parties shall never be obliged to pay any compensation for termination.

7.2 After the Agreement has expired or been prematurely cancelled, Visma Nnbrs Sweden shall transfer all Personal Data within Nnbrs to the Subscriber within a reasonable timeframe, and/or delete or destroy all Personal Data at the Subscriber's request and confirm to the Subscriber in writing that all Personal Data within Nnbrs has been deleted or destroyed. If Visma Nnbrs Sweden is required by law to continue processing data, then it shall comply with the Subscriber's consent to the fullest extent allowed under Applicable Law.

7.3 Either Party may terminate the Subscription in writing, wholly or in part, with immediate effect and without any notice of default being required if the other Party is granted suspension of payments, whether or not temporary, if bankruptcy is declared with regard to the other Party or if the business of the other Party is liquidated or terminated other than as part of a reorganisation or merger, or if the executive authority over the business of the Subscriber changes. Visma Nnbrs Sweden shall never be under any obligation to refund any payments that have already been received or payment of any damage as a result of this termination. In the event of the Subscriber's bankruptcy, the Subscriber legally forfeits its right to use the software, websites and other related facilities.

7.4 The Subscriber has the right to change the agreed subscription form on the first day of a calendar month (upgrade or downgrade). Starting on the date of the change, the Subscriber shall owe the fee that is charged for the new subscription type.

8. Integrations and data exchange with third parties

8.1 The Subscriber has the right to enter into contracts with third parties for the purpose of integrations/data exchanges and/or the purchase of services to complement the services provided by Visma Nnbrs Sweden.

8.2 The Subscriber shall enter into contracts alluded to in Article 8.1 directly with these third parties, whereby Visma Nnbrs Sweden will not, in any way whatsoever, be involved. These third parties will not be sub-processors of Visma Nnbrs Sweden, and Visma Nnbrs Sweden will not, in any way whatsoever, be liable for the actions of these third parties.

8.3 If the Subscriber chooses to (directly) connect/integrate its Nnbrs Environment to a third party, whether or not it uses one or more APIs of Visma Nnbrs Sweden, the Subscriber hereby authorises the exchange of data between Visma Nnbrs Sweden and the third party for all data indicated as relevant/ required by the third party. This may include the exchange of (personal) data and the storage of access or identification codes/tokens for the purpose of facilitating the exchange/integration of data.

8.4 The Subscriber is responsible for the correct installation and set-up of the integrations/data exchanges (including authorisations) between Nnbrs and the third parties selected by the Subscriber, whether or not one or more APIs of Visma Nnbrs Sweden is/are used.

8.5 Visma Nnbrs Sweden is never responsible and/or liable for the (correct) functioning of software belonging to the Subscriber and/or third parties which communicate/ exchange data with Nnbrs using the APIs of Visma Nnbrs Sweden.

8.6 If the Subscriber uses one or more APIs from Visma Nmbrs Sweden such as those made available by Visma Nmbrs Sweden and/or via its website, then the Subscriber is granted a non-transferable, nonexclusive and non-sublicensable right to use the API for the duration of the Subscription within its own organisation and solely for internal purposes.

8.7 Visma Nmbrs Sweden is entitled at its own discretion to apply a request limit ('throttling') whenever API traffic generated by the Subscriber overloads the system to the point that it negatively impacts or prevents performance for other subscribers/users.

8.8 Visma Nmbrs Sweden reserves the right to charge additional fees to the Subscriber and/or third parties for the use of the API.

9. Contacting users, offering services

9.1 Visma Nmbrs Sweden is entitled to communicate directly with End Users within Nmbrs (i) to the extent necessary for ensuring the security and/or quality of its services; (ii) to make announcements related to maintenance, new functionalities and/or products; and (iii) to directly offer related services to Companies and/or End Users.

10. Contacting users, offering services

10.1 Rights, including rights of use are granted in this case to the Subscriber under the condition that the Subscriber upholds all its payment obligations as defined in the Agreement.

11. Intellectual property rights

11.1 By accepting the Agreement, the Subscriber obtains a limited, non-exclusive, non-transferable, non-sublicensable right to use Nnbrs for the duration of the Agreement period, in observation of the limitations described in the Order Confirmation and these General Terms and Conditions.

11.2 All intellectual property rights to software, websites, databases (not the data entered by the Subscriber into Nnbrs) used by Visma Nnbrs Sweden in the execution of the Subscription, or provided to the Subscriber or maintained to that end, as well as preparatory materials in that regard, shall be held solely by the Visma Nnbrs Sweden or its suppliers. A Subscriber's right of use is non-exclusive, nontransferable to third parties and cannot be sub-licensed. Any right of use for Nnbrs exclusively covers the use of Nnbrs on the Infrastructure of Visma Nnbrs Sweden (referred to in Article 19 Paragraph 1); this right does not include a right of use by Nnbrs on computer systems other than the infrastructure of Visma Nnbrs Sweden.

11.3 The Subscriber shall not be allowed to remove or modify any designation concerning the confidential nature or concerning copyrights, trademarks, trade names or any other intellectual property rights from Nnbrs manuals, websites, databases or materials.

11.4 Visma Nmbros Sweden indemnifies the Subscriber against any legal action from a third party based on the allegation that software, websites, databases or other materials developed by Visma Nmbros Sweden infringe on an Intellectual Property right of that third party, provided that the Subscriber informs Visma Nmbros Sweden in writing forthwith about the existence and the contents of the legal action and leaves the disposal of the case, including agreeing possible settlements, entirely to Visma Nmbros Sweden For that purpose, the Subscriber shall grant Visma Nmbros Sweden the necessary authorisations, information and cooperation to Visma Nmbros Sweden This duty of indemnification shall be cancelled if the infringement concerned is related to (i) materials made available to Visma Nmbros Sweden by the Subscriber to use, edit, process or incorporate, and/or (ii) modifications which the Subscriber has made in the Software, website, databases, Equipment or other materials or has ordered third parties to make without written permission from Visma Nmbros Sweden If it has been irrevocably established by law that software, websites, databases or other materials developed by Visma Nmbros Sweden itself infringe on any Intellectual Property Right belonging to a third party or if, in Visma Nmbros Sweden's opinion, there is a serious chance that such infringement shall occur, Visma Nmbros Sweden shall, if possible, ensure that the Subscriber can continue to use the delivered, or functionally equivalent other software, websites, databases or other materials concerned undisturbed. Any other or furtherreaching obligation by Visma Nmbros Sweden to indemnify is excluded. The Subscriber warrants the rights of third parties are not incompatible with provision to Visma Nmbros Sweden of databases or other materials designed for use, adaptation or installation. The Subscriber indemnifies Visma Nmbros Sweden against any claim by a third party based on the allegation that such provision, use, adaptation, installation or incorporation infringes on any right of that third party.

12. (Other) the Subscriber responsibilities

12.1 To enable Visma Nnbrs Sweden to execute the Subscription adequately, the Subscriber shall at all times supply Visma Nnbrs Sweden with the data and information which is needed to enable Visma Nnbrs Sweden to execute the Agreement adequately including the supplying of information regarding all facts and circumstances that may have an impact on the service and its availability.

12.2 The Subscriber shall bear the risk of the selection, the (proper) use, the proper application and proper management, including control of the configurations, in its organization of Nnbrs, websites, databases and other products and materials and services to be provided by Visma Nnbrs Sweden. The Subscriber is responsible for the (control of the) the accuracy of the data processed using a service provided by Visma Nnbrs Sweden and the way in which the results of the service are deployed. The Subscriber is also responsible for the instruction to users and the use by users, whether or not these users are in a relationship of authority with the Subscriber.

12.3 Visma Nnbrs Sweden is not responsible for the proper operation of infrastructure (other than the Infrastructure of Visma Nnbrs Sweden) which belongs to the Subscriber or third party and is necessary for the use of the Subscription. Visma Nnbrs Sweden shall never be liable for damages or costs due to transmission errors, failure or non-availability of these facilities, unless the Subscriber proves that these damages or costs result from intent or gross negligence by the Visma Nnbrs Sweden management.

12.4 The Subscriber must at all times use the most recent version of the standard user manual(s) associated with the agreed service(s) and as made available by Visma Nnbrs Sweden through its website.

12.5 The Subscriber shall make an inventory of the risks for his organisation on the basis of information supplied by Visma Nmbrs Sweden with regard to steps for the prevention or limitation of the consequences of breakdowns, defects in the services, mutilation or loss of data or other incidents, and if necessary, take additional measures. Visma Nmbrs Sweden is prepared to grant reasonable cooperation in taking further precautions at the request of the Subscriber on (financial) conditions to be stated by Visma Nmbrs Sweden, Visma Nmbrs Sweden shall never be responsible for the repair of mutilated or lost data.

12.6 The Subscriber shall be responsible and liable to Visma Nmbrs Sweden for any use by the Subscriber of the Nmbrs Subscription for third parties. The Subscriber shall indemnify Visma Nmbrs Sweden against third parties for compensation of damage in that respect.

12.7 At all times and in all cases, the Subscriber shall use the Subscription with due care and in compliance with Applicable Law. Specifically, the Subscriber shall at all times respect the property rights and other rights of third parties as well as the privacy of third parties, and shall not unlawfully distribute data, allow unauthorised access to systems or distribute viruses or other harmful software, and shall refrain from any criminal act or violation of any legal obligation.

12.8 In order to avoid any liability towards third parties or to limit the consequences of this, Nnbrs is at all times entitled to take measures with regard to an action or omission by or at the risk of the Subscriber. The Subscriber is obliged to remove information (including uploaded images, logos, texts etc.) forthwith at the first written request by Visma Nnbrs Sweden. Failure to do so entitles Visma Nnbrs Sweden to opt to remove the data or to render access thereto impossible. Furthermore, Nnbrs is, in case of breach or threat of breach of the Agreement, entitled to, with immediate effect and without any notice of default, refuse the Subscriber access to the systems of Visma Nnbrs Sweden and/or the use of a subdomain name, e-mail address and/or system name and is therefore not liable to the Subscriber for damages. The aforementioned specifically leaves any other measures or the execution of other rights of Visma Nnbrs Sweden towards the Subscriber intact. In that event Visma Nnbrs Sweden is also entitled to terminate the Agreement with immediate effect, without being liable towards the Subscriber in this connection.

12.9 Visma Nnbrs Sweden cannot be expected to form a judgement regarding the foundation of the liabilities of third parties or the defence of the Subscriber or to be involved in any way in a dispute between a third party and the Subscriber. The Subscriber shall have to come to an understanding with the third party concerned and inform Visma Nnbrs Sweden in writing and with well-founded documents.

13. Delivery terms

13.1 All (delivery) periods and (delivery) terms are indicative.

13.2 Visma Nnbrs Sweden shall only be in default after prior full and detailed written notice with a reasonable period within which to comply.

14. General execution of services

14.1 Visma Nmbros Sweden shall render the service with due care, to the best of its ability, and, in this case, in accordance with the written agreements and procedures established in consultation with the Visma Nmbros Sweden Mäster Samuelsgatan 60 111 21 Stockholm Organisationsnummer 556976-8764 IBAN: SE38 6000 0000 0008 4643 3788 Swift: HANDSESS VAT: SE556976876401 sales@nmbros.se

14.2 Visma Nmbros Sweden shall not guarantee that as part of the Subscription the service shall be errorfree or function without interruptions. Visma Nmbros Sweden shall endeavour to repair defects in the software within a reasonable period of time in accordance with the provisions of these Terms and Conditions. Visma Nmbros Sweden cannot guarantee that defects in Software that has not been developed by Visma Nmbros Sweden can be remedied.

14.3 Visma Nmbros Sweden renders the service solely at the Subscriber's behest. If Visma Nmbros Sweden carries out work activities involving the Subscriber's data on the grounds of a request or official order issued by a government body or in connection with a legal obligation, then the associated costs shall be charged to the Subscriber.

14.4 Visma Nmbros Sweden may alter the content of scope of the service in response to changes in relevant legislation or regulations or other guidelines issued by competent authorities. If such alterations result in a change to the procedures that are in force with the Subscriber, Visma Nmbros Sweden shall inform the Subscriber of this as soon as possible and the costs of this alteration shall be charged to the Subscriber.

14.5 Visma Nmbrs Sweden may continue the execution of the service using a new or amended version of Nmbrs, where the functionality shall be equivalent or improved compared to the agreed functionality. Visma Nmbrs Sweden is not obliged to maintain, change or add certain features or functionalities of the service or Nmbrs specifically for the Subscriber. Visma Nmbrs Sweden is entitled to charge additional fees for new functionalities.

14.6 Visma Nmbrs Sweden may take the service fully or partly out of use temporarily for preventive, corrective and adaptive maintenance. The Subscriber shall cooperate as required by Visma Nmbrs Sweden, including the temporary suspension of the use of the service by the Subscriber if Visma Nmbrs Sweden deems this necessary. Visma Nmbrs Sweden shall not prolong this unnecessarily and shall perform this outside working hours as much as possible and, depending on the circumstances, perform this after having informed the Subscriber.

14.7 The Subscriber guarantees that all materials, data, software, procedures and instructions made available by him to Visma Nmbrs Sweden in the performance of its services are always correct and complete and that all data and data carriers provided to Visma Nmbrs Sweden meet the appropriate predetermined specifications and instructions of Visma Nmbrs Sweden. The Subscriber must have sufficient bandwidth. It is assumed that at all times at minimum, the bandwidth (both download and upload) as indicated on the website of Nmbrs is available for the workstation from which Nmbrs is used to measure via an independent website such as www.speedtest.nl. However, it is not necessary that every individual workstation has this bandwidth.

14.8 Visma Nmbrs Sweden is not obliged to perform data conversion.

14.9 If and to the extent necessary or desirable, if the defects in the results of the service (processing of payroll and staff data) owing to the Subscription are a direct result of software, procedures or actions for which Visma Nmbros Sweden, owing to the Subscription, is expressly responsible, shall Visma Nmbros Sweden repeat the services in order to repair these imperfections, provided the Subscriber informs Visma Nmbros Sweden as soon as possible but no later than one week after receiving the results, in a detailed written report. Only if the defects in service are attributable to Visma Nmbros Sweden shall the repetition be executed free of charge; in all other cases Visma Nmbros Sweden shall charge the costs of any repetition according to its usual rates. If repair of the defects attributable to Visma Nmbros Sweden, in the opinion of Visma Nmbros Sweden, is not technically or reasonably possible, Visma Nmbros Sweden shall credit the Subscriber for the relevant services owed, without further or otherwise being liable to the Subscriber. The Subscriber has no other rights owing to defects in the service other than those described above.

14.10 Visma Nmbros Sweden shall endeavour to modify Nmbros promptly to comply with changes in relevant legislation and regulations, but cannot guarantee that this will be done.

14.11 Visma Nmbros Sweden cannot guarantee that the subdomain and/or system name preferred by the Subscriber will be assigned to the Subscriber.

14.12 Visma Nmbros Sweden is not responsible for the content and composition of the subdomain name and/or system name and the use made of the subdomain name and/or system name. The Subscriber guarantees towards Visma Nmbros Sweden that it is entitled to use the domain name and that its use is not unlawful towards one or more third parties. Subscriber indemnifies Visma Nmbros Sweden against any claim from a third party in relation to the subdomain name and/or system name.

15. Limitation of liability of Visma Nmbros Sweden

15.1 Visma Nmbros Sweden's total liability for an attributable failure in the performance of the Subscription or any other reason, specifically including any failure to observe a warranty obligation agreed with the Subscriber, shall be limited to a reimbursement of the direct damage up to a maximum amount equal to the total of the fees (excl. VAT) that were paid for the Subscription in the twelve (12) months prior to the harmful event. The total cumulative liability Visma Nmbros Sweden for direct damage shall, however, under no circumstances exceed the amount of €100,000 (one hundred thousand euros). Visma Nmbros Sweden can only be held liable to compensate for direct damage. The term direct damage shall be taken to mean: a) The reasonable costs incurred by the Subscriber for keeping its old system or systems and the related facilities operational out of necessity, because Visma Nmbros Sweden has failed to deliver on a binding final date of delivery, less any possible savings caused by the delayed delivery; b) The reasonable costs incurred to determine the cause and the amount of the damage, insofar as this assessment relates to direct damage in the sense of these Terms and Conditions; and c) The reasonable costs incurred to prevent or limit the damage, insofar as the Subscriber proves that these costs have led to prevention or a limitation of the direct damage in the sense of this article.

15.2 Visma Nmbros Sweden's total liability for damage due to death or bodily injury or for property damage shall under no circumstances exceed the amount of €1,250,000 (one million, two hundred and fifty thousand euros).

15.3 The liability of Visma Nmbrs Sweden for indirect damages, consequential damages, lost profits, fines or additional assessments, lost savings, loss of goodwill, loss due to business interruption, loss resulting from claims by customers of the Subscribers, damage relating to the use of the Subscriber to Visma Nmbrs Sweden prescribed materials or software from third parties and damage relating to the use of the Subscriber to Visma Nmbrs Sweden suppliers prescribed is excluded. Visma Nmbrs Sweden cannot be held liable in any way for damage resulting from improper use of the service, such as the incorrect application of function separation, inappropriate management of passwords or misuse. Visma Nmbrs Sweden shall also be excluded from liability due to mutilation, destruction or loss of data or documents.

15.4 The exclusions and restrictions of Visma Nmbrs Sweden's liability, as described in the previous paragraphs of this Article 15 are without prejudice to the other exclusions and restrictions of liability of Visma Nmbrs Sweden under the Agreement.

15.5 The aforementioned exclusions and limitations in Article 15.1 shall apply only if and insofar as the damage is the result of wilful misconduct or gross negligence of the management of Visma Nmbrs Sweden.

15.6 The liability of Visma Nmbrs Sweden due to attributable breach of contract occurs only if the Subscriber immediately submits written notice to Visma Nmbrs Sweden of the breach whereby a reasonable term for correction of the breach is set and Visma Nmbrs Sweden continues to fail in the fulfilment of its obligations after that term.

15.7 Any claim for damages against Visma Nmbrs Sweden expire after a period of twenty-four months after the submission of the claim.

15.8 The Subscriber acknowledges that the aforementioned limitations of liability are discounted from the fee that the Subscriber owes for the subscription and must therefore be deemed reasonable.

16. Force Majeure

16.1 Force majeure shall be taken to mean force majeure of Visma Nnbrs Sweden's suppliers, governmental measures, electricity failure, Internet failure, computer network or telecommunications facilities failure, work occupation, strike, and the non-availability of one or more employees. If a force majeure situation exceeds thirty (30) days, each party shall have the right to terminate the Subscription in writing. Which has already been performed pursuant to the Subscription is charged proportionately in that case, without the parties owing each other anything.

17. Amendments and additional work

17.1 The Subscriber may request to restore a backup, on payment of the appropriate rate applicable at Visma Nnbrs Sweden. An appointment must be made separately for this service. Visma Nnbrs Sweden shall endeavour to restore the backup within one (1) business day and charge the rate currently applicable.

17.2 If Visma Nnbrs Sweden has carried out performances at the request or upon prior agreement of the Subscriber that are outside the content or the scope of the agreed work and/or performances, this work or these performances shall be paid for in accordance with Visma Nnbrs Sweden's usual rates. Visma Nnbrs Sweden is never obliged to accede to such a request and may require that a separate written agreement be concluded for this.

18. Transfer of rights and obligations

18.1 The Subscriber shall not be entitled to sell and/or transfer the rights and/or obligations under the Subscription to a third party.

18.2 Visma Nmbrs Sweden is entitled to transfer its rights to payment of fees to a third party.

19. Applicable law and disputes

19.1 The Agreements between Visma Nmbrs Sweden and the Subscriber are governed by Dutch law. The Vienna Sales Convention of 1980 does not apply.

19.2 Disputes which may arise between Visma Nmbrs Sweden and the Subscriber originating from an agreement or subsequent agreements between Visma Nmbrs Sweden and the Subscriber shall be settled by arbitration in accordance with the Arbitration Rules of the 'Stichting Geschillenoplossing Automatisering', registered in The Hague, without prejudice to the right of each party to seek remedy in interlocutory arbitration proceedings and without prejudice to the right of either party to take precautionary legal measures (see www.sgoa.eu).

19.3 Before referring an arbitration case under Article 18.2, either party shall initiate an ICT mediation in accordance with the ICT Mediation Regulations of the “Stichting Geschillenoplossing Automatisering’ in The Hague. ICT mediation in accordance with these regulations is aimed at mediation by one or more mediators. The counter party commits to actively participating in the proceedings of ICT mediation, as part of such a legally enforceable obligation in any event is attending at least one joint meeting between the mediators and the parties in order to give this extrajudicial form of dispute resolution a chance. Either of the parties is free at any time after an initial discussion between the mediators and the parties to terminate the proceedings of ICT mediation. The provisions of this subsection do not prevent a party who considers it necessary, from asking for a quick decision in (arbitration) proceedings or from taking precautionary legal measures (see www.sgoa.org and www.sgoa.eu).

20. Availability

20.1 Visma Nnbrs Sweden makes every effort in order to achieve an availability of Nnbrs during Service Hours of 99.6% on average per month. For the definition and calculation of availability as well as other SLA-related arrangements, see the Nnbrs SLA.

20.2 Visma Nnbrs Sweden is entitled at any time to change the minimum system requirements. In that case, it shall be communicated to the subscriber at least three (3) months in advance.

21. Contact

In case of any questions and/or comments about the Terms and Conditions for Use, contact Visma Nmbrs Sweden via: compliance.nmbrs@visma.com

*** Please note this text is a translation. In case of any misunderstanding, ambiguity, confusion or error with regard to these terms and conditions due to this translation, the Dutch version prevails.**