DATALØN HR

VISMA | DataLøn

Supplementary Terms for DataLøn HR

Effective as from 1 September 2021

VISMA | DataLøn

1. What is DataLøn HR?

DataLøn HR is an HR platform. It is a standard IT solution that supports the Company's management of its personnel. DataLøn HR is a white-label version of Talentech ApS' system for companies' management of master data etc. The system helps ensure that the individual company develops and retains employees by placing and using the employees' skills in the right positions at the right times.

The Customer may expand the contents of DataLøn HR using the following modules:

- Recruitment
  A system for the Company's management of its personnel with a focus on recruitment. The system collects, safeguards and assists in structuring and carrying out tasks in connection with the Company's recruitment campaigns.

- OnBoarding
  A system for supporting optimum and value-creating knowledge sharing, communication of values, handling of compliance and establishing relationships and networks between the Company and new employees. The system prepares new employees for their jobs so that they feel confident and part of their teams and place of work.

The OnBoarding module can only be selected as a supplement to the Recruitment module.

A more detailed description of DataLøn HR, including the other modules, is available at dataløn.dk.

Visma DataLøn will, as per agreement, set up and adapt DataLøn HR in accordance with the Customer's needs.

Visma DataLøn provides start-up and set-up assistance to the Customer and Employees and provides support and consultancy services by telephone and online from Visma DataLøn consultants.

DataLøn HR is a supplementary service to the payroll system DataLøn, and the Customer's purchase and use of DataLøn HR requires that the Customer has a valid DataLøn agreement. Terms and conditions for DataLøn shall apply to DataLøn HR, where "DataLøn" includes DataLøn HR, with the additions and modifications set out in these Supplementary Terms for DataLøn HR.

2. Definitions

2.1 Agreement
Terms and conditions for DataLøn including appendices as well as these Supplementary Terms for DataLøn HR and the Price List for DataLøn HR. The Agreement shall constitute the entire contractual basis between Visma DataLøn and the Customer in relation to DataLøn HR.

2.2 DataLøn HR
Reference is made to clause 1.

2.3 The Price List
Visma DataLøn's price list for DataLøn HR as it may exist from time to time, which is available at dataløn.dk.

3. The Customer's obligations

3.1 Use of DataLøn HR
The Customer shall be responsible for ensuring that all use of DataLøn HR complies with applicable laws and regulations, and that contents of DataLøn HR created by the Customer are free from malicious code and do not damage or have any negative impact on DataLøn HR, including infrastructure and network.

4. Data processing

Visma DataLøn continuously collects information about user behaviour when the Customer and other users use Visma DataLøn's website or software. The data collection is used for the objective purpose that Visma DataLøn can optimise its services and adapt the software to the needs of the Customers.

Data processing in relation to DataLøn HR is covered by the Data Processor Agreement, attached as Appendix 1 to Terms and conditions for DataLøn, with the following amendments:

Sub-Appendix A, clause 1, a) Categories of data subjects:

i. The Customer's end-users, including candidates and employees involved in recruitment procedures as well as employees,

ii. The Customer's users and managers who comprise employees,

iii. The Customer's customer contact persons,

Sub-Appendix A, clause 1, b) Categories of personal data:

i. Name, address, telephone number, e-mail address, position

ii. Work-related information such as training, skills and work experience,

iii. Login credentials, IP address, time and date of last login and unsuccessful login attempts.

Sub-Appendix B, data sub-processors:

Name and address	Legal transfer mechanism if the sub-processor has access to personal data from countries outside the EU	Assists the Data Processor with
Visolit AS Drengsrudbekken 12 1383 Asker Norway	Not applicable	Data storage Server hosting
Microsoft Azure Dublin Ireland	Not applicable The sub-supplier has no access to personal data outside the EU as data is stored and backed up within the EU. As the sub-supplier is an American provider of cloud services, further security measures have been implemented to ensure that there is no access to personal data from countries outside the EU.	Data storage Server hosting Integrations

Data storage per sub-system:

DataLøn HR, including the **Onboarding** module, is hosted by the data sub-processor Microsoft Azure.

The **Recruitment** module is hosted by Visolit AS with data storage in Norway.

5. Prices and Payment

5.1 Price list
Visma DataLøn's services are invoiced according to the Price List plus VAT.

The Customer shall pay a subscription for the selected modules and the number of employees registered in DataLøn HR per billing period (month).

The subscription shall be paid from and including the first entire calendar month following conclusion of the Agreement. In the event of changes to the subscription due to a change in the number of employees or selected modules, the new price shall be paid from and including the first entire calendar month following the change.

Consultancy services shall be billed separately.

5.2 Payment
The Customer's payment for services under the Agreement shall be made monthly in arrears based on an invoice from Visma DataLøn. Invoice amounts are due 14 days after the invoice date.

6. Liability and disclaimer

6.1 Liabilities of the Parties
The liabilities of the Parties are governed by clause 9 of Terms and conditions for DataLøn, with clause 9.4, Limitation of Liability, being replaced by the following clause 6.2.

6.2 Limitation of liability
In no event shall Visma DataLøn be liable for any indirect loss of the Customer or any third party, including but not limited to, loss of production, sales, profits, goodwill, consumed internal working hours, image, employees, customers or interest.

Visma DataLøn shall be liable for product liability according to Danish law, whereby the limitations of liability in clause 9 of Terms and conditions for DataLøn shall apply to the greatest extent permitted by Danish law.

Visma DataLøn's total liability for each claim under this Agreement shall be limited to (i) the amount paid by the Customer to Visma DataLøn in respect of DataLøn HR during the 12 months prior to the time at which the Customer made the claim in writing to Visma DataLøn *less* (ii) any other damages that Visma DataLøn may have incurred with respect to the Customer and in respect of DataLøn HR during the same 12-month period.

Visma DataLøn furthermore shall not be liable for programming errors and server crashes, network crashes, and other failures by subcontractors.

In the event of software or equipment updates, Visma DataLøn shall be entitled to close down access for a limited period. Visma DataLøn shall endeavour to update at times that have the least possible impact on the Customer's use of the software. Access to Visma DataLøn's software is continuously developed, and Visma DataLøn provides access to the software as it exists and without warranty.

The limitations of liability in the preceding paragraphs apply to any type of claim, including the Customer's direct claim and to the Customer's recourse claim against damages paid by the Customer.

The limitations in this paragraph shall not apply if Visma DataLøn has acted with intent or gross negligence.

7. Licence

7.1 The Customer's right of use
The Customer's right of use shall be governed by clause 11.1 of Terms and conditions for DataLøn, with the following addition:

The Customer shall not be entitled to reverse engineer, decompile or disassemble the software beyond what is required by applicable mandatory law. The Customer may not remove or change any copyright declarations in DataLøn HR.

8. Intellectual property rights

All know-how, property rights and all intellectual property rights relating to Visma DataLøn's manuals, websites, and software, including but not limited to, the design, images, photos, animations, video, sound, music, text, and "applets" incorporated in the software, the related written documentation and all copies of the software are the property of Visma DataLøn or its subcontractors.

The Customer shall not be entitled to copy the written documentation accompanying the software.

9. Changes

9.1 Changes to DataLøn HR and dataløn.dk
Visma DataLøn shall be entitled at any time without notice to make changes to DataLøn HR, dataløn.dk and Visma DataLøn's documentation and manuals for DataLøn HR, including as a result of updating, renewal, and maintenance.

9.2 Amendments to this Agreement
Visma DataLøn may amend the Agreement, including the Price List for DataLøn HR, with 1 month's written notice to the 1st of a month. This shall not apply, however, if official requirements, safety considerations, or similar circumstances necessitate a shorter period of notice.

Visma DataLøn shall notify the Customer of amendments by letter or electronically, e.g. by e-mail.

10. Termination and cancellation

10.1 Termination
The Customer may terminate the agreement concerning DataLøn HR with 1 month's written notice to the 1st of a month. Visma DataLøn may terminate the agreement concerning DataLøn HR with 3 months' written notice to the 1st of a month.

10.2 Termination for breach
The agreement on DataLøn HR may be terminated in whole or in part without notice by:

- Visma DataLøn, if the Customer materially breaches the Agreement, for example (i) by failure to pay on time, (ii) by infringement of Visma DataLøn's intellectual property rights, (iii) by repeated minor breaches of obligations relating to DataLøn HR, and (iv) if the Customer's use of DataLøn HR is detrimental to Visma DataLøn or its subcontractors or other customers,

- the Customer, if Visma DataLøn substantially fails to fulfil its obligations regarding DataLøn HR, and Visma DataLøn after receipt of a written demand to remedy the defect, or a written demand to commence delivery, cf. Terms and conditions for DataLøn, clause 10.4, has not remedied the defect within a reasonable time, or

- either party if the other party is declared bankrupt, is placed under receivership or similar debt arrangement, unless the estate has the right under the Danish Bankruptcy Act to enter into or continue the Agreement and elects to do so.

10.3 Suspension of access
Visma DataLøn may suspend the Customer's access to or use of DataLøn HR if Visma DataLøn has reasonable cause to assume that the Customer is in breach of the Agreement or DataLøn HR in any unlawful or inappropriate manner.

10.4 Expiry of the DataLøn agreement
If the Customer's agreement for DataLøn expires, regardless of the reason, the Customer's agreement on DataLøn HR shall expire at the same time.

11. Precedence, applicable law and venue

In the event of a dispute, these Supplementary Terms for DataLøn HR shall take precedence over Terms and conditions for DataLøn, dataløn.dk and Visma DataLøn's documentation and instructions regarding DataLøn HR and the Price List.

The Agreement is governed by Danish law. Any disputes between the parties that cannot be resolved by negotiation can be brought before the ordinary courts of law, with the jurisdiction of Visma DataLøn's local court as venue.