

1 What is DataLøn Time?

DataLøn Time is a time recording system. The core of DataLøn Time is a standard IT solution which, based on the Customer's reports to Visma DataLøn, registers and processes time records etc. for the Customer, including:

- digital time recording;
- recording of absence, expenses, and subsistence allowances;
- recording of consumption of materials and goods, etc;
- recording of driving; and
- planning of working hours.

The exact content of DataLøn Time depends on the product type. A detailed description of DataLøn Time, including the different product types and related content, is available at dataløn.dk.

Visma DataLøn will, as per agreement, set up and adapt DataLøn Time in accordance with collective agreements and local agreements.

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

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

2 Definitions

2.1 Agreement

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

2.2 Active user

A user is defined as active in a given billing period if a report is created or edited for this user either via the DataLøn Time App, DataLøn Time Admin or via API.

2.3 DataLøn Time

Reference is made to clause 1.

2.4 The Customer

The company (employer) with which Visma DataLøn has concluded this Agreement on the use of DataLøn and DataLøn Time.

2.5 The Price List

Visma DataLøn's price list for DataLøn Time as it may exist from time to time, which is available on dataløn.dk.

2.6 Visma DataLøn

Visma DataLøn and ProLøn A/S, Central Business Registration (CVR) No. 48 11 77 16, is the company that provides DataLøn Time.

3 The Customer's obligations

3.1 Basic documentation

The Customer shall provide the Basic Documentation to Visma DataLøn as described on dataløn.dk by direct entry in DataLøn Time.

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 Time is covered by the Data Processor Agreement, attached as Appendix 1 to the Terms for DataLøn, with the amendment of Appendix A to D-

5 Prices and payment

5.1 Price list

Visma DataLøn's services are invoiced according to the Price List plus VAT. The Customer is liable per active user of DataLøn Time per billing period (month).

5.2 Payment

The Customer's payment for services under the Agreement shall be 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 the Terms 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 the Terms 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 Time 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 Time 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 License

7.1 The Customer's right of use

The Customer's right of use shall be governed by clause 11.1 of the Terms 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.

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 Time and dataløn.dk

Visma DataLøn shall be entitled at any time without notice to make changes to DataLøn Time, dataløn.dk and Visma DataLøn's documentation and manuals for DataLøn Time, 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 Time, 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 the supplementary service DataLøn Time with 1 month's written notice to the 1st of a month. Visma DataLøn may terminate the agreement concerning the supplementary service DataLøn Time with 3 months' written notice to the 1st of a month.

10.2 Termination

The agreement on the supplementary service DataLøn Time 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 the supplementary service DataLøn Time; and (iv) if the Customer's use of DataLøn Time is detrimental to Visma DataLøn or its subcontractors or other customers;

- the Customer, if Visma DataLøn substantially fails to fulfil its obligations regarding the supplementary service DataLøn Time, and Visma DataLøn after receipt of a written demand to remedy the defect, cf. Terms for DataLøn, clause 8.1, or a written demand to commence delivery, cf. Terms for DataLøn, clause 8.2, has not remedied the defect within a reasonable time; or
- either party if the other party is declared bankrupt, placed under receivership or similar debt arrangement, unless the estate has the right under the Bankruptcy Code to enter into or continue the Agreement and elects to do so.

10.3 Expiry of the DataLøn agreement

If the Customer's agreement for DataLøn expires, regardless of the reason, the Customer's access to the supplementary service DataLøn Time shall expire at the same time.

11 Precedence, applicable law and venue

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

Sub-Appendix A Information about processing

A.1. The purpose of the data processor's processing of personal data on behalf of the data controller

Using IT systems, the data processor shall handle the data controller's administration of employees' working hours, absence, expenses, material consumption, etc., filing and storage of personal data about the data controller and the data controller's employees, reporting and transfer of information to the data controller.

A.2. The data processor's processing of personal data on behalf of the data controller primarily concerns (nature of the processing)

Using IT systems, the data processor shall handle the data controller's administration, filing and storage of personal data about the data controller and the data controller's employees and may handle reporting and transfer of information to the data controller's accounting and payroll system.

In addition, the data processor is responsible for the operation, testing, maintenance, development and troubleshooting of systems and applications.

The data processor does not generally use personal data in connection with testing. However, personal data may be included in a test or debug if it is difficult or impossible to construct the test or debug without using a minimum of personal data.

The data processor is in this case not obliged to separately notify the controller.

If the data processor uses personal data in tests, it is a condition that the test environment complies with at least the same data protection requirements as for the processing of personal data in general. Processing will, at all times, take place in accordance with the data processor's internal guidelines for test data.

In addition, the data processor is granted a non-exclusive, royalty-free, perpetual and irrevocable right, in accordance with applicable law, to irreversibly anonymise and aggregate the data controller's data and to use Visma DataLøn's products, and then to use these to improve, optimise and develop the data processor's existing or future modules, products and functions.

When anonymising personal data, the data processor must ensure that no natural person can be identified from the data or in combination with other data, and that the data cannot be traced back to an identifiable or identified natural person. Anonymisation must be irreversible.

A.3. The processing includes the following types of personal data of the data subjects

Types of personal data subject to processing under the Agreement:

General personal data	Special categories of personal data
<ul style="list-style-type: none">• Contact details, such as name, address, email, phone• Place of work• Working hours• Absence• GPS location• Start and end time for working hours• Mileage, expense, per diem, product and supplement registrations.	<ul style="list-style-type: none">• None

A.4. The processing includes the following categories of data subjects

Categories of data subjects included in the processing:

- End users of the data controller (the Customer)
- Employees of the data controller (the Customer)
- Contact persons of the data controller (the Customer)

A.5. The data processor's processing of personal data on behalf of the data controller may commence after the entry into force of these Provisions. The duration of the processing is as follows:

This agreement is valid for as long as the data processor processes personal data on behalf of the data controller in accordance with the delivery agreement (the Agreement).

Sub-Appendix B Sub-Processors

B.1. Authorised sub-processors

Upon entry into force of the Provisions, the data controller has authorised the use of the following sub-processors:

Name and address	Hosting country	Transfer mechanism if the sub-processor has access to personal data from countries outside the EU/EEA	Assist the data processor with
Intempus ApS Staunings Plads 3, 1607 Copenhagen V CVR no. 34696977	Denmark	Not applicable	Development and operation of DataLøn Time
AWS (Amazon Web Services) LU19647148	Luxembourg	Not applicable	Hosting
DigitalOcean Frankfurt Germany No. EU528002224	Germany	Not applicable	Hosting
Hetzner Online GMBH Gunzenhausen Germany No. DE812871812	Germany	Not applicable	Hosting
Google Ireland Limited LU19647148	Luxembourg	Not applicable	Hosting

Upon entry into force of the Provisions, the data controller has authorised the use of the above-mentioned sub-processors for the described processing activity. The data processor may not – without the data controller's written authorisation – use a sub-processor for a processing activity other than that described and agreed or use another sub-processor for this processing activity.

B.2. Notification for authorisation of sub-processors

The data processor shall notify the data controller in writing of any planned changes regarding the addition or replacement of sub-processors, thereby giving the data controller the opportunity to object to such changes. Such notification must be made with 1 month's notice to the 1st of a month.

If the data controller has objections to the changes, the data controller must notify the data processor. The data controller may only object if the data controller has reasonable and specific grounds for doing so.

Objections to the addition or replacement of sub-processors shall not have a delaying effect on the implementation thereof. If the data controller has objections, both the data controller and the data processor are entitled to terminate the Agreement in writing with effect from the time of commissioning of new sub-processors, so that the change will not take effect for the data controller.

Sub-Appendix C Instructions for Processing Personal Data

C.1. Subject of the processing/instructions

The data processor's processing of personal data on behalf of the data controller is carried out when the data processor performs the processing activities described in Appendix A.

C.2. Processing security

The processing involves personal data, and the data processor shall implement all necessary measures in relation to Article 32 of the GDPR. This means that the necessary security level must be implemented with respect to the actual level, implementation costs and nature of the respective processing, scope, context and purpose as well as the risks for different possibilities and the gravity of the rights and freedoms of natural persons.

The data processor is then entitled and obliged to make decisions about the technical and organisational security measures to be used to create the necessary (and agreed) level of data security.

However, under all circumstances and as a minimum, the data processor shall demonstrate compliance with the ISAE 3000 framework or similar frameworks, including implementing the following measures:

- Information security policy; including general guidelines and requirements for information security and the organisation of information security, such as information about the company's information security officer
- Employee security; including background checks, criminal record checks, and confidentiality statements/declarations
- Access control/management; including limiting access to data only to those who have a work-related need, so that obligations under the Agreement can be fulfilled
- Cryptography; Including encryption of data in transit
- Physical and environmental protection; including protection of physical access points to the data processor's locations
- Operational security; including implemented processes for handling development and change management, backup, logging, and monitoring and protecting against technical vulnerabilities
- Communication security; including protection and partitioning of networks and established secure forms of communication
- Acquisition, development and maintenance of systems; including a process for secure development
- Sub-processors; Including process for ensuring that sub-processors fulfil the same obligations as described in this data processing agreement and process for ongoing follow-ups
- Management of information security breaches; including incident response process and process for notifying the data controller
- Information security aspects of emergency, alarm and recovery management; including implemented Business Continuity Management Process

If the data controller requests data relating to security measures, documentation or other types of data relating to how the data processor processes personal data and such data exceeds the standard data provided by the data controller for compliance with applicable legislation on the processing of personal data as a data processor which results in additional work for the data processor, the data processor shall be entitled to charge the data controller for this additional work.

C.3. Assistance for the data controller

The data processor shall, as far as possible, assist the data controller in accordance with Provision 9.1 and 9.2, including assisting the data controller with the following information in the event of an information security breach:

- Description of the sequence of events
- Identification of the data subjects affected by the incident
- Types of personal data covered by the incident

The data processor shall not respond to direct enquiries from data subjects without consent from the data controller. The data processor shall not disclose personal data to public authorities, such as the police, unless there is a legal basis for doing so.

C.4. Retention period/deletion routine

Personal data will be stored for as long as there is a cooperation between the data processor and the data controller. Upon termination of the agreement, all personal data of the data controller will be deleted by the data processor after 90 days, unless otherwise agreed.

Upon termination of the personal data processing service, the data processor shall either delete or return the personal data, in accordance with Provision 11.1, unless the data controller – after signing these provisions – has changed the data controller's original choice. Such changes must be documented and stored in writing, including electronically, in connection with the provisions.

C.5. Location of processing

Without the data controller's prior written authorisation, processing of the personal data covered by the Provisions may not take place in locations other than the following:

Visma DataLøn and ProLøn A/S Gærtorvet 1-5,
DK-1799 Copenhagen V

as well as at the locations of sub-processors used, as specified in Appendix B.

In the event of remote work, the processing of personal data can only take place when connected via VPN (Virtual Private Network).

C.6. Instructions for the transfer of personal data to third countries

The data controller authorises the processing of personal data by the sub-processors listed in Appendix B and at the relevant locations therein.

If, in these Provisions or subsequently, the data controller does not provide documented instructions regarding the transfer of personal data to a third country, the data processor shall not be entitled to carry out such transfers within the framework of these Provisions.

C.7. Procedures for audits, including inspections, by the data controller of the processing of personal data entrusted to the data processor

The data processor shall obtain an annual audit statement from an independent third party regarding the data processor's compliance with the GDPR, data protection provisions in other EU Law or the national law of Member States and these Provisions.

The parties agree that the following types of audit report may be used in accordance with these Provisions:

- ISAE 3000 GDPR audit report

The audit report may be forwarded to the data controller for information purposes, subject to agreed terms.

Based on the results of the report, the data controller is entitled to request the implementation of additional measures in order to ensure compliance with the GDPR, the data protection provisions in other EU law or the national law of Member states, and these Provisions. The parties must agree on any additional measures. The data processor is entitled to terminate the Agreement between the Parties if an agreement cannot be reached. The data controller shall bear all costs related to additional control, including payment for the data processor's time spent.

In order to request that control be performed, the data controller shall provide a detailed control overview at least five weeks prior to the proposed date to the data processor, describing the proposed scope, duration and start time of the control procedure.

In addition, the data controller or a representative of the data controller shall have access to carry out inspections, including physical inspections, of the premises from which the data processor carries out the processing of personal data, including physical premises and systems used for or in connection with the processing. Such inspections can only be carried out by agreement between the parties.

If processing takes place in a "multitenant" environment or similar, the data controller, for security reasons, shall grant the data processor the right to decide that the control must be carried out by a neutral third-party controller of the data processor's choice.

The data controller shall bear all costs associated with such inspections.

In all cases, control must be carried out during normal working hours at the relevant location, in accordance with the data processor's policies and must not unreasonably interfere with the data processor's business operations.

Any separate remuneration for the data processor pursuant to the above shall be calculated on the basis of the time spent by the data processor on obtaining the information and the data processor's generally applicable hourly rates. In addition, the data processor is also entitled to have any external costs incurred by the data processor for the provision of the information be covered by the data controller, including costs incurred for any necessary assistance from sub-processors.

C.8. Procedures for audits, including inspections, of the processing of personal data entrusted to sub-processors

The data processor shall, on the basis of risk assessments, obtain annual documentation of relevant sub-processors' compliance with the GDPR, data protection provisions in other EU law or the national law of the Member States and these Provisions. It is agreed between the parties that the process, implementation and adequacy thereof shall be documented via the data controller's audit of the data processor, cf. C.7.

If further information regarding the compliance of sub-processors with the GDPR, data protection provisions of other EU law or national law of the Member States and these Provisions needs to be provided to the data controller, the data processor will, at the data controller's expense, obtain the necessary and available documentation from sub-processors as agreed.