

Terms of Service: Visma eAccounting Integration

Country:	The Netherlands
Version:	2015:10
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1. Introduction

These Terms of Service (TOS) govern your use of Visma Integration for Visma eAccounting (the Service). The TOS apply between Visma (defined in chapter 9) and yourself, and detail Visma's obligations towards you as a third party integrator (Partner), and your obligations as a Partner.

If you do not agree with the TOS or do not have the necessary authority from your company to order and/or use the Service, you should not accept the TOS. Acceptance of the TOS constitutes a binding agreement between your company (the Partner) and Visma, and is effective from the date TOS is accepted.

The TOS is an addition to *Gebruiksvoorwaarden voor Visma Online*.

2. Right of use

Partner is granted a limited, terminable, non-exclusive and non-transferable license to develop integrated solutions to the Service using the API provided by Visma. Separate agreements must be signed for each geographic market, i.e. every country, in which the Partner wishes to distribute or use their solution(s).

General notices and information about Visma Integration, as well as released and future versions of the Service, will be delivered on Visma's International Developers Portal or other relevant webpage. Notices shall be deemed notified when such posting has occurred. Notifications are effective immediately unless specified otherwise in the notice.

3. Partner's Obligations

Partner is exclusively and solely responsible for the quality of its solution(s). Partner is exclusively and solely responsible for end-user support for its solution(s).

Partner is not allowed to develop solutions that harm, endanger or limit functionality in the Service. Partner must not construct solutions which override, undermine or circumvent any limitations, restrictions and similar in the Service, including but not limited to providing multi-user access to the service for more users than end-user has acquired licenses for.

Partner is required to promptly update their solution(s) due to new versions of the Service. Partner shall, without special invitation from Visma, keep updated with and act on published notifications and updates.

4. Pricing and invoicing

Visma Integration is provided against payment of a subscription fee and/or a recurring fee, according to the at all times applicable price list (Subscription fees). Please notice, the fee may be 0.

5. Support

The Partner will have free access to self-service support, including FAQ and forum on Visma's International Developers Portal or other relevant webpage. Support or consultation in addition to this can be provided by Visma against normal fees.

6. Marketing and Customer Reviews

Visma may allow the Partner to market its solutions via Visma's websites or via other sites and channels provided by Visma. Visma reserves the right to charge Partner for such marketing. Visma reserves the right to refrain marketing solutions that, according to Visma's assessment, is substandard with regards to quality or security.

Visma reserves the right to make, collect and publish reviews and ratings for the solution(s) provided by the Partner, including but not limited to reviews and ratings made by end-users.

7. Suspension and termination

Either Party has the right to terminate this agreement on one month's notice.

Visma reserves the right to immediately suspend the connection between the solution and the Service if the solution has serious quality and/or security defects, if there is reasonable suspicion of serious quality and/or security defects, if the Partner is acting or reasonably suspected of acting against this agreement, or if the solution no longer is allowed according to legislation. The suspension will continue until the matter is resolved.

The same also applies when Visma has reason to believe that the Partner is unable to meet its commitments towards end-users, including but not limited to bankruptcy. Visma also reserves the right to terminate the connection between the solution and the Service if quality or security defects, and/or Partners actions against this agreement not have been corrected within a reasonable amount of time, despite remark from Visma. The

suspension will continue until the matter is resolved. If the situation is not normalised, for whatever reason, within a reasonable amount of time, Visma has the right to terminate this agreement.

8. Intellectual Property Rights

Visma, or its licensors, is the sole owner of all intellectual property right (IPR) to Visma eAccounting. IPR includes but is not restricted to copyright, patents, trademarks, trade names, design and product design, source code, database, business plans and know-how, whether registered or not. All documentation, including manuals, user guides and other written, electronic or non-electronic, accounts of how the Service and/or Visma Integration are set up and used (Documentation) is considered part of the Service and/or Visma Integration and is subject to the same restrictions. All copyright, trademarks, registered trademarks, product names, company names or logos mentioned in the Service or Visma Integration or in connection with the Service or Visma Integration are the property of their respective owners.

Visma claims no intellectual property right or ownership of any kind for the third party solution(s) developed by the Partner in accordance with this agreement.

In the event of a breach by the Partner of his obligations regarding IPR, Visma shall have the right to take all reasonable steps to protect its interests, including any remedy as may be available at law.

The same shall apply if the Partner has, or has attempted to, acquire information or data to which it is not entitled according to the agreement.

9. Confidential Information

By virtue of this Agreement, either Party may have access to the other Party's information that is confidential ("Confidential Information"). Confidential Information means non-public information clearly identified as proprietary or which by its nature should be reasonably understood to be confidential. Confidential Information may include (but is not limited to) information concerning business methods, business plans, product roadmaps, customer information, methodologies, the Software, Visma customer lists, pricing terms and test results, including the results of any evaluation of the Software or of a pre-production release thereof. Each Party agrees to hold the other Party's Confidential Information in confidence during the term of this Agreement and thereafter. Each Party further agrees that, unless required by law or decisions by public authorities, it will not make the other Party's Confidential Information available in any form to any third party or use such Confidential Information for any purpose other than for the implementation of this Agreement. Each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees, including consultants, in violation of the terms of this Agreement.

Confidential Information does not include information that (a) is or becomes publicly available through no act or omission of the other Party; (b) the owning Party discloses to a third party without restriction on disclosure; (c) is disclosed to the other Party by a third party without restriction on disclosure and without breach of a nondisclosure obligation; (d) is independently developed; or (e) is previously known to the other Party without nondisclosure obligations. Visma may require that the Partner sign an additional Non-Disclosure Agreement in certain cases, such as but not limited to new products.

10. Limited Liability

Visma is not liable for any direct, indirect or consequential losses or damages, including loss of data, production, revenue and profit, or third party claims that may arise as a result of end-users usage of solution(s) provided by the Partner. This shall be stated in Partners User Agreement with end-users.

11. Contracting Parties and Governing Law

You, the Partner, is contracting with the Visma entity that provides Visma Integration and the Service in respective country defined in the TOS.

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The rights and obligations of the Parties shall in their entirety be governed by Swedish law, Norwegian law, Danish law or Dutch law depending on which country this contract may concern.

If a dispute arises in connection with the interpretation of the TOS or use of Visma Integration, the parties shall attempt to resolve the dispute through amicable negotiations. If the dispute cannot be resolved in this way, it shall be referred to the ordinary courts of law in respective country, at the registered address of Visma.