Appendix 1: Data Processing Agreement

This Appendix is an integral part of the Service Conditions for Visma Sign and Personal Data Processing in connection with the Visma Sign service. Obligations regarding Personal Data processing are agreed in the Section 5 of the Service Conditions.

1. Definitions

The definition of Personal Data, Special Categories of Personal Data (e.g., Sensitive Personal Data), Processing of Personal Data, Data Subject, a Controller and a Processor is equivalent to how the terms are used and interpreted in applicable data privacy legislation, including the General Data Protection Regulation (GDPR) applicable for this Agreement and Europe from 25 May 2018.

Service Conditions refer to the Service Conditions for Visma Sign or any other agreements between the parties ("**Service Conditions**") and this Appendix is an integral part of the Service Conditions and shall be signed by the parties ("**DPA**").

A customer acts as a Controller of the data in and Visma Sign service. Visma Solutions Oy acts as a Processor and complies with the privacy statement of Visma Group that is available at https://www.visma.com/privacy-statement/international/ which is applied to all Visma Group companies.

2. The Scope

This DPA regulates the Processing of Personal Data by the Processor on behalf of the Controller and outlines how the Processor shall contribute to ensure privacy on behalf of the Controller and its registered Data Subjects, through technical and organisational measures according to applicable privacy legislation, including the GDPR. However, this does not transfer any legal obligations of the Controller to the Processor.

In cases of conflict, this DPA has priority over any conflicting provisions regarding the Processing of Personal Data in the Service Conditions for Visma Sign or any other agreements between the parties. This DPA shall be valid until any service agreement containing Processing of Personal Data is valid between the parties.

The Processor's Obligations

The Processor shall only Process Personal Data on behalf of and in accordance with the Controller's instructions. By entering into this DPA, the Controller shall instruct the Processor to process Personal Data in the following manner:

  i.   only in accordance with applicable law;
  ii.   to comply with any obligations under the Service Conditions;
  iii. in the manner specifically determined by the Controller in connection with the normal use of the Processor's services and;
  iv.   as specified in this DPA.

The Processor shall notify the Controller when receiving information about any instructions or other processing measures of the Controller which, in the Processor's opinion, violate the applicable data protection regulations.

The categories of Data Subjects and Personal Data subject to be processed in accordance with this DPA are listed in Section A below.

The Processor shall assist the Controller by appropriate technical and organisational measures, taking into account, where possible, the nature of the processing and the data available to the Controller, to fulfil the Controller's obligation to respond to requests by the Data subjects under Section 3 of the GDPR and to ensure privacy as required by Articles 32-36 of the GDPR.

If the Controller requests information or assistance on security measures, documentation or other information related to the Processor's processing of personal data, and the content of the requests deviates from the standard information or assistance provided by the Processor under the applicable data protection regulations and results in additional work for the Processor, the Processor may charge the Controller for additional services.

The Processor shall ensure that the persons entitled to Process Personal Data are bound by an obligation of professional secrecy or are subject to an appropriate legal obligation of professional secrecy.

The Processor shall, without undue delay, notify the Controller of data breaches so that the Controller can fulfil its statutory obligation to report data security breaches to the Data Protection Authorities and the Data Subjects.

In addition, the Processor shall notify the Controller of the following matters to the extent appropriate and lawful:

i.   Requests by the Data Subject for access to Personal Data,
ii.   requests for access to Personal Data by public authorities, such as the police

The Processor will not respond directly to the Data Subjects' requests unless the Controller has authorised the Processor to do so. The Processor shall not grant access to Personal Data processed under this DPA to authorities, such as the police, other than in accordance with the law, such as a court decision or other similar order.

The Processor does not manage and is not responsible for the way in which the Controller uses the API or similar to integrate a third-party software to the Processor's service. The Controller is fully responsible for these integrations.

The Controller's responsibilities

When approving this DPA, the Controller shall confirm the following:

    i.   This DPA meets the requirements of the Data Protection Law of the Controller's country of establishment regarding the Controller's written agreement on the Processing of Personal Data.

    ii.   The Controller shall process Personal Data in accordance with the applicable data protection regulations when using the services provided by the Processor in accordance with the Service Conditions.

    iii.   The Controller has a statutory right to process and transfer the Personal Data in question to the Processor (including subcontractors used by the Processor).

    iv.   The Controller has legal authority to process and disclose to the Processor (including any subcontractors used by the Processor) the Personal Data in question.

    v.   The Controller is solely responsible for the accuracy, integrity, content, reliability and legality of the Personal Data provided to the Processor.

    vi.   The Controller has complied with all mandatory notifications to authorities regarding the Processing of Personal Data and with the obligations and requirements for obtaining authorisations.

    vii.   The Controller has fulfilled his obligation to provide relevant information related to the Processing of the Data subjects' Personal Data in accordance with the mandatory data protection regulations applicable to the Data Subjects.

    viii.   The Controller shall use the services provided by the Processor in accordance with the Service Conditions and shall not transmit Sensitive Personal Data to the Processor except in the cases explicitly specified in Section A of this DPA.

    ix.   The Controller shall maintain an up-to-date register of the types and categories of Personal Data which it processes which differ from the types and categories of Personal Data referred to in Section A of this DPA.

3. Subcontractors and Transfer of Personal Data

The Processor has the right to transfer Personal Data for the purpose of carrying out the service within the European Union, the European Economic Area, or other countries identified by the European Commission as guaranteeing an adequate level of data protection. In order to implement the service, the Processor also has the right to transfer Personal Data outside the European Union or the European Economic Area, in accordance with the data protection legislation. At any time, the Controller has the right to receive information on the location of the processing of Personal Data from the Processor https://privacy.vismasolutions.com. If Personal Data is processed outside the European Union or the European Economic Area, each Party shall contribute to ensuring compliance with data protection law with regard to the Processing of Personal Data.

The Processor may use subcontractors to provide services to the Controller in accordance with the Service Conditions and this DPA. Such subcontractors may be other Visma Group companies or external subcontractors located inside or outside the EU. The Processor shall ensure that subcontractors undertake to comply with obligations equivalent to those set out in this DPA. The Visma Group's data protection guidelines apply to all use of subcontractors.

Section B of this DPA lists the current subcontractors of the Processor who have access to Personal Data. The Controller may also, at any time, request a full overview and more detailed information on the subcontractors involved in the Service Conditions. This review may be submitted to the Controller via a website dedicated to the data protection of the Processor.

The Processor has the right to change subcontractors during the term of the Service Conditions. The Processor shall notify the Controller in advance of any changes in the subcontractors processing Personal Data. The Controller shall have the right to object to such changes for a justified reason. The Controller shall notify the objection without undue delay after receiving information from the Processor. If the Controller does not accept the change or addition of a subcontractor, the Processor shall have the right to terminate the service agreement with 30 days' notice.

By accepting this DPA, the Controller agrees to the use of the Processor's subcontractors as described above.

4. Data Protection

The Processor is committed to providing high quality products and services with regards to safety. The Processor shall ensure appropriate security through organisational, technical and physical security measures equivalent to those under Article 32 of the GDPR, taking into account state-of-the-art technology and implementation costs in relation to the processing risks and the nature of the Personal Data to be protected.

The Parties shall, in the Service Condition, separately agree on the measures or other data security procedures that the Processor shall implement with regard to the Processing of Personal Data. The Controller shall be responsible for the appropriate and adequate security of the necessary equipment and the IT operating environment under his responsibility.

5. Inspection Rights

The Controller may audit the Processor's compliance with this DPA no more than once a year. The Controller may request more frequent audits if required by the legislation applicable to the Controller. When requesting an audit, the Controller shall submit to the Processor a detailed audit plan indicating the planned scope, duration and start date of the audit, at least four (4) weeks before the planned start date of the audit. If the audit is carried out by a third party, this must be agreed between the two parties. If the processing of data takes place in an environment used by the Processor's other clients or other third parties, the Processor may require that, for security reasons, the audit is performed by a neutral third party chosen by the Processor.

If the content of the requested audit has been addressed in an ISAE, ISO or similar report prepared by a third auditor during the previous 12 months, and the Processor confirms that no material changes have occurred in the audited activities, the Controller undertakes to accept the results of the report and does not require a re-audit for the activities included in the report.

In any case, the audits shall be carried out during normal business hours in the Processor's location in accordance with the Processor's own practices and shall not unduly interfere with the Processor's business operations.

The Controller shall be responsible for all costs of the audits it requests. The Processor has the right to charge the Controller for assistance provided in compliance with the applicable data protection regulations that exceeds the service provided by the Processor and/or the Visma Group to the Controller in accordance with the DPA or Service Conditions.

6. Duration and termination

This DPA shall be valid as long as the Processor processes Personal Data on behalf of the Controller in accordance with the Service Conditions.

This DPA shall terminate automatically upon termination of the Service Conditions. Upon the expiration of this DPA, the Processor shall delete or return the Personal Data processed on behalf of the Controller in accordance with the terms of the Service Conditions. Unless otherwise agreed in writing, the costs of this shall be calculated based on:

    i.   the hourly rate of the Processor and the number of hours spent on this work and

    ii.   the complexity of the action required.

The Processor may retain personal data after the termination of the Service Conditions to the extent required by law and subject to the corresponding technical and organisational security measures set out in this DPA.

7. Changes and additions

The terms of the Service Conditions of Visma Sign -service section 7. "Termination and Validity of the Agreement" shall be applied to the amendments of this DPA.

If any terms of this DPA are held to be invalid, this will not affect the validity of the other terms of this DPA. The parties shall replace the invalid term with a legal term, the purpose of which corresponds to the invalid term.

8. Liability

The parties have agreed the following:

If the Data Subject suffers damage as a result of a breach of the GDPR, each party shall be personally liable for the damage caused to the Data subject in accordance with Article 82 of the GDPR. Each party is also responsible for any administrative fines imposed on it by a supervisory authority under Article 83 of the GDPR.

In other respects, liability for breach of the Service Conditions or any other claim related to the GDPR is defined in Section 8 "Liabilities and Limitations of Liability" of Visma Sign Service Conditions. The condition also applies to violations by the Processor's subcontractors.

A. Categories of Data Subjects and Types of Personal Data Processed

a. Categories of Data Subjects

    i. the personnel of the Customer

    ii. private individuals

b. Types of Personal Data Processed

    i. full name of the person

    ii. physical address

    iii. contact information

    iv. logs and IP addresses of the users

    v. the name of the bank or operator issuing the identification

    vi. social security number

    vii. sequential number changed from the social security number when social security number has been deleted after the identification

    viii. business ID

B. Existing Subcontractors

The up-to-date information of the Visma subcontractors that are participating in the production of Visma Sign -service and thus are processing personal data saved in the Visma service by the controller after the acceptance of this DPA are listed in the table at https://vismasolutions.com/tietosuoja/henkilotietojen-kasittely-visma-signissa

Currently all sub-processing of personal data is occurring within the EU/ETA and no data is transferred outside the EU/ETA.