

# DATALØN TIME



## Supplementary Terms for DataLøn Time

Effective as from 1 March 2021

## 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 hour 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](http://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](http://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](http://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 following amendments:

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

- i. Name, address, telephone number, e-mail address, place of work
- ii. Working hours, absence
- iii. GPS location
- iv. Start and end time of working hours
- v. Mileage, expenses, subsistence allowance, product and supplement records.

Sub-appendix B, data sub-processors:

DigitalOcean, Frankfurt, Germany, EU528002224

- data storage

Hetzner Online GmbH, Gunzenhausen, Germany, DE812871812:

- data storage.

## 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](http://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.