



**POINTSHARP**

# **Customer Agreement**

**PKI as-a-service**



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## CUSTOMER AGREEMENT PKI AS-A-SERVICE

### 1. PARTIES

#### 1.1 Customer (Registration Authority)

<b>Organization name</b>	
<b>VAT identification number (or EUID if the former is not available)</b>	
<b>Address</b>	
<b>Telephone</b>	
<b>E-mail</b>	
<b>Contract Manager (person to sign as well as give and receive notices relating to the Agreement)</b>	
<b>Name</b>	
<b>Telephone</b>	
<b>E-mail</b>	
<b>RA Security Officer (person appointed by the Customer to manage contacts in relation to compliance and defect and incident reports)</b>	
<b>Name</b>	
<b>Telephone</b>	
<b>E-mail</b>	
<b>Technical contact (function appointed by the Customer to manage contacts in relation to the technical operations of The Service)</b>	
<b>Name</b>	
<b>Telephone</b>	
<b>E-mail</b>	

1.2 Pointsharp AB, 556691-0633 (Pointsharp), Uddvägen 7, 5 tr, 131 54, Nacka, Sweden, phone: +46 8 601 23 00.

1.3 Pointsharp and the Customer, as defined herein, are herein also jointly referred to as the Parties and individually as Party.

## **2. GENERAL**

2.1 This agreement regulates the Customer's wish to join the PKI as-a-service public key infrastructure (PKI) which consists of Software and, if applicable, any Customer specific integrations related to the Software to provide a service to issue e-identities to individuals within the Customer organization through Subscriber certificates (e-identity) compliant to the Pointsharp Secure Cloud Net iD Certificate Policy and Certification Practice Statement (Pointsharp CP and CPS) including Basic Support Services (The Service).

2.2 The Customer will use Swedish personal identity numbers and/or co-ordination numbers as unique identifier for Subscribers.

Yes

No

If yes is checked, Pointsharp will use Statens personadressregister (SPAR) as trusted directory.

## **3. DOCUMENTS AND PRIORITY**

3.1 The Pointsharp CP and CPS are paramount for the provision of The Service and nothing in this Agreement may change or deviate from the named document regardless of section 3.2 or section 3.3.

3.2 This Agreement consists of:

1. Customer Agreement (this document)
2. Terms and Conditions for PKI as-a-service (Appendix 1)
3. Price list (Appendix 2)
4. Personal Data Processing Agreement, including the instruction appendix
5. Any Premium Support Agreement
6. Any amendments or modifications

3.3 In the event of any conflict or inconsistency between the documents in the Agreement, such conflict shall be resolved in accordance with the following order of priority, with the document having the highest priority listed first and the one with the lowest priority listed last:

1. Pointsharp CP and CPS
2. Amendments or modifications
3. Customer Agreement
4. Personal Data Processing Agreement, including the instruction appendix
5. Premium Support Agreement
6. Terms and Conditions (Appendix 1)
7. Price list (Appendix 2)

## **4. START DATE**

4.1 Pointsharp will provide The Service from \_\_\_\_\_ (Start Date).

## 5. FEES

5.1 According to price list (Appendix 2)

## 6. OTHER PROVISIONS

6.1 *Pilot Phase* shall mean the period of time commencing upon the execution of this Agreement and continuing until the objectives of the Pilot Service are fulfilled.

6.2 *Pilot Service* shall mean the unreleased prospective version of The Service, inclusive of errors and bugs, used during the Pilot Phase when Pointsharp performs functional tests and quality assurance as well as gathering feedback from the customers.

6.3 During the Pilot Phase, the following shall not apply (shall apply only with regard to the best effort).

1. Sections 5.2, 5.4, and 5.5 of the Terms and Conditions for PKI as-a-service Customer Agreement (Appendix 1).
2. Section 2 *Publication and Repository Responsibilities* of the Pointsharp CP and CPS.
3. Section 9.12.2 *Notification mechanism and period* of the Pointsharp CP and CPS.

6.4 Section 6.3 does not apply to Pointsharp Net iD Software.

6.5 During the Pilot Phase, except in the event of gross negligence or willful conduct, Pointsharp shall not be liable for any losses or damages caused by The Service, whether direct or indirect, including any loss of production, loss of data, loss of business or profit, loss of goodwill, the Customers' obligation to compensate a third party, or any other damages.

6.6 When the Pilot Phase is finished, this Section 6 and all provisions herein are terminated and all other provisions of the Agreement are in force.

## 7. SIGNATURES

7.1 Signature of the Customer

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*Date*

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*Signature Customer Contract Manager*

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*Print name in block letters*

## 7.2 Signature of Pointsharp

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*Date*

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*Signature of Pointsharp representative*

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*Print name in block letters*

## **8. EFFECTIVE DATE**

The date when the Customer Agreement has been received and signed by Pointsharp.

# Customer Agreement Terms and Conditions

## Appendix 1

### TERMS AND CONDITIONS for PKI as-a-service

#### 1. GENERALLY

1.1 Pointsharp AB, org.no. 556691-0633 (Pointsharp), manages the PKI as-a-service public key infrastructure (PKI) which consists of Software and, if applicable, any Customer specific integrations related the Software to provide a service to issue e-identities to individuals within the Customer organization through Subscriber certificates (e-identity) compliant to the Pointsharp Secure Cloud Net iD Certificate Policy and Certification Practice Statement including Basic Support Services (The Service).

1.2 These terms and conditions (The Terms) govern Pointsharp's provision of services, as defined in The Terms.

1.3 Pointsharp and the customer organization (Registration Authority, RA), are herein also jointly referred to as the (Parties) and individually as a (Party).

#### 2. DEFINITIONS

2.1 *Agreement* shall mean the signed Customer Agreement together with The Terms and, if applicable, any additional Premium Support Agreement made by the parties and additional Schedules.

2.2 *Basic Support Services* shall mean remote support with instructions on how to work around defects in the Software in accordance with the Specification, access to updated and upgraded Software, documentation and knowledge base. Problems based on the Customers own it-environment is not included nor individual Customer adjustments.

2.3 *Contract Manager* shall mean the person appointed by the Customer to manage the Agreement and is competent to give and receive notices.

2.4 *Controller* shall mean the Customer which, alone or jointly with others, determines the purposes and means of the processing of Personal Data; where the purposes and means of such processing are determined by EU or EU Member State law, the controller or the specific criteria for its nomination may be provided for by EU Union or EU Member State law.

2.5 *Customer* shall mean the active legal entity that has ordered The Service, as set out in the Customer Agreement.

2.6 *Customer Agreement* shall mean the agreement through which the Customer has entered the Agreement with Pointsharp to provide The Service.

2.7 *Data Protection Officer* shall mean the person appointed by the Customer (Controller) to protect the rights of Subscribers in the RA domain who's Personal Data is processed within The Service after registration by the Customer.

2.8 *Effective date* shall mean the date when the signed Agreement is received by Pointsharp.

2.9 *Fee* shall mean the fees payable for The Service set out in the Customer Agreement, including the User Fee.

2.10 *Independent Compliance Auditor* shall mean an auditor that is not involved in the daily operations and management of The Service.

2.11 *Key Bearer* shall mean any device containing Subscriber certificates (e-identities)

and subscriber's private keys. Key Bearer can be a card (Smart Card), another hardware based security device (for example a YubiKey from Yubico), or an encrypted file stored as an app on a mobile device (Mobile), in a computer, or on portable storage media.

2.12 *Material change, amendment, or modification*, shall mean any change, amendment or modification to the Agreement that affects the scope, price, service, warranty, liability, indemnification or other obligation of any party in relation to the Service.

2.13 *RA Security Officer* shall mean the person appointed by the Customer to establish the RA domain and compliance with the rules and procedures for the service according to section 5.2.1 *Trusted roles*, of the Pointsharp CP and CPS.

2.14 *RA Officer* shall mean any person appointed by the Customer to have a specific role such as, RA Central Officer, RA Local Officer, RA Report Officer or RA Helpdesk Officer.

2.15 *User Fee* shall mean the monthly fee payable for each Subscriber to access and use The Service.

2.16 *Personal Data* shall mean any information relating to an identified or identifiable natural person (Subscriber); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2.17 *Pointsharp CP and CPS* shall mean the latest version of the Pointsharp Secure Cloud Net iD Certificate Policy and Certification Practice Statement.

2.18 *Premium Support Services* shall mean support services regarding The Service at higher support levels additionally agreed upon by the Parties (Premium Support Agreement) in the provision of The Service.

2.19 *Processor* shall mean a natural or legal person or other body who processes Personal Data on behalf of the Controller.

2.20 *Service Desk* shall mean the function appointed by the Customer to manage contacts in relation to The Service, e.g. support.

2.21 *Software* shall mean the object code version of Pointsharp's software suite Net iD, including any Updates and Upgrades, and all related specifications, documentation and any additional materials.

2.22 *Specification* shall mean the detailed written description of The Service, in the version available at Pointsharp's website, [www.pointsharpsecurecloud.com](http://www.pointsharpsecurecloud.com), from time to time.

2.23 *Subscriber* shall mean an identifiable natural person applying for or using an e-identity.

2.24 *Subscriber Agreement* shall mean the PKI as-a-service Subscriber Agreement signed by the Subscriber when receiving the e-identity, including the Subscriber Agreement Terms and Conditions.

2.25 *Territory* shall mean any country, except those where export control regulations or restrictions to the use of cryptographic products apply and countries under sanctions.

2.26 *Updates* shall mean published corrections of The Service provided to the Customer.



2.27 *Upgrades* shall mean published versions of the Software including new or better functionality provided to the Customer.

### **3. SCOPE OF THE SERVICE**

3.1 Subject to Customer's payment of the Fees, Pointsharp will provide The Service to the Customer, materially in accordance with the Specification and in a professional and workmanlike manner.

3.2 Under the Agreement, the Customer is granted a non-exclusive, non-transferable, limited right, to access and use the Service for the Customer's internal use within the Territory.

3.3 The Service may only be used by the number of Key Bearers as set out in the Customer Agreement for which the User Fee has been paid, and in accordance with the Agreement.

3.4 The Customer may order Premium Support Services separately, subject to separate fees. Upon Pointsharp's acceptance of such an order, such Premium Support Services shall be governed by this Agreement.

### **4. CUSTOMER WARRANTIES AND RESPONSIBILITIES**

4.1 The Customer warrants that it

1. is an active legal entity,
2. complies with and operates in accordance with the Pointsharp CP and CPS and all future revisions,
3. will only allow physical persons that have a relationship to the Customer to be a Subscriber and will provide a unique identifier for each Subscriber within its organization,
4. will not allow Subscribers to use anonymous or pseudonymous names,
5. will not provide names and other information to the certificates that infringe on intellectual property rights of another entity,
6. will validate the identity of each Subscriber,
7. will supply the Subscriber Agreement Terms and Conditions to the Subscriber in connection with the ordering of the e-identity.
8. will not hand out certificates to Subscribers who has not agreed to the Subscriber Agreement and its terms and conditions,
9. will make sure that all personnel in trusted roles are free from conflicts of interest that might prejudice the impartiality of Pointsharp and the Customer's operations, and
10. take appropriate action against personnel that violates the Pointsharp CP and CPS and in the event of a crime related to the violation reports it to the police.

4.2 The Customer shall

1. pay the Fees for The Service according to section 8 and section 9.
2. be solely responsible for the implementation of any integrations and installation of any Updates and Upgrades.
3. handle Subscriber access management to The Service,
4. [inform Pointsharp if changes of personnel having the positions of RA Security Officer or Data Processing Officer are made.](#)
5. use commercially reasonable efforts to prevent and terminate unauthorized access to The Service, and notify Pointsharp promptly, of any such unauthorized use, at the latest within eight (8) hours of discovery,

6. only use The Service in accordance with the Agreement, and applicable laws, government rules and regulations and public authority decisions,
7. not lease, sublicense, rent, distribute The Service or use The Service to the benefit of others,
8. not permit direct or indirect access to or use The Service in a way that circumvents a contractual usage limit or to make network connections to any users, hosts, or networks unless the Customer has permission to communicate with them,
9. not use The Service to store or transmit malicious code,
10. not use The Service for any illegal, harmful, offensive, immoral or unauthorized purposes or in a way that violates applicable laws or creates a material adverse effect on the Pointsharp, or take any action that imposes or may impose (in Pointsharp's sole discretion) an unreasonable or disproportionate burden on Pointsharp's and/or Pointsharp suppliers' technical infrastructure,
11. not modify, reverse engineer, develop, decompile, disassemble or otherwise amend or create derivative products of The Service provided hereunder or use The Service to access Pointsharp's intellectual property (save for as permitted under the Agreement or mandatory law) or to violate the security or integrity of any network, computer or communication system, software, application, or network or computing device,
12. report defects (section 10) and security incidents (section 11) to Pointsharp,
13. execute any measures that may be required as a result of a defect or security incident and, to mitigate discovered vulnerabilities,
14. at its own expense, provide Pointsharp with such other assistance that Pointsharp reasonably may need to fulfill its obligations under the Agreement,
15. when required for the purposes of providing Basic and/or Premium Support Service, provide readily available documentation and information to Pointsharp,
16. be responsible for making backup copies of any integrations of the Software, and
17. maintain a commercially reasonable level of insurance coverage for its business, covering errors and omissions, either through an errors and omissions insurance program with an insurance carrier or a self-insured retention.

## **5. POINTSHARP'S WARRANTIES AND RESPONSIBILITIES**

5.1 Pointsharp warrants that it complies with Section 5 *Facility, management and operational control* and Section 6 *Technical security controls* of the Pointsharp CP and CPS. This includes the protection of the Customer's Personal Data information.

5.2 Pointsharp shall ensure a minimum of 99,5 percent availability of The Service within a calendar month, planned maintenance not included.

5.3 Pointsharp shall maintain a commercially reasonable level of insurance coverage for its business, covering errors and omissions.

5.4 Pointsharp will act as support provider for the Basic Support Services, where Pointsharp shall:

1. provide remote support, primarily through the webpage [support.pointsharp.com](https://support.pointsharp.com) with advice on how to work around defects in The Service in accordance with the Specification,
2. provide relevant Software versions and deliver Updates and Upgrades in a timely manner,
3. ensure that it has an organization comprised of competent staff to execute the Basic Support Services. Pointsharp shall execute the Basic Support Services with



due care and in a professional manner and according to the methods and standards normally applied by Pointsharp,

4. document all significant measures taken and upon request by the Customer provide such documentation unless deemed confidential, and

5. provide and perform the Basic Support Services during Pointsharp's normal working hours, between 09:00/17:00 (CET). Basic Support Services carried out outside of Pointsharp's normal working hours require special agreement.

### 5.5 Basic Support Services severity levels, descriptions and priority shall be

Severity	Description	Examples	Target response
1	<p><b>Critical</b></p> <p>A <b>Critical</b> incident with very high impact</p>	<p>Includes faults that make regular use of the The Service impossible and which thereby has significant consequences for the customers/users of The Service. High risk for SLA violations.</p> <p>Examples:</p> <ul style="list-style-type: none"> <li>• The Service or a vital part of The Service is unavailable for all customers.</li> <li>• Security breach, for example, confidentiality or privacy is breached.</li> <li>• Customer data loss.</li> </ul>	<p>As soon as possible and not later than 30 minutes.</p> <p>Corrective measures of incidents shall be done continuously without undue delay, until normal operation has been reestablished.</p>
2	<p><b>High</b></p> <p>A major incident with <b>High</b> impact</p>	<p>Includes faults that negatively impact regular use of The Service, or parts of this.</p> <p>This includes when a client-facing service is down for a subset of customers or a critical function within a system is not functioning.</p> <p>Examples:</p> <ul style="list-style-type: none"> <li>• A customer-facing service is unavailable for a subset of customers.</li> <li>• Core functionality is significantly impacted.</li> <li>• Service extremely tedious to use.</li> </ul>	<p>As soon as possible and not later than 120 minutes.</p> <p>Corrective measures of incidents shall be done continuously without undue delay, until normal operation has been reestablished.</p>

Severity	Description	Examples	Target response
3	<p><b>Medium</b></p> <p>A minor incident with <b>Medium</b> impact or Service request</p>	<p>Other faults that do not significantly impact regular use of The Service.</p> <p>Inquiry from customers for information or help with configurations.</p> <p>Examples:</p> <ul style="list-style-type: none"> <li>• A system glitch that is causing minor inconvenience to customers.</li> <li>• Access rights to support tool.</li> <li>• Support regarding configurations.</li> </ul>	<p>Response within 8 hours.</p> <p>Remedied under normal business hours with a priority as agreed upon.</p> <p>Corrected in later versions or according to agreement.</p>
4	<p><b>Low</b></p> <p>An insignificant flaw with <b>Low</b> impact</p>	<p>Cosmetic error or unnoticeable to users.</p>	<p>Response within 16 hours.</p> <p>Corrected in later versions.</p>

## 6. SUBCONTRACTORS

6.1 Pointsharp may engage subcontractors to execute The Service or parts of The Service. Pointsharp shall be primarily liable for the subcontractor's work.

## 7. INTELLECTUAL PROPERTY RIGHTS

7.1 Pointsharp owns, with the exception of any third-party products or any information belonging to the Customer, all rights, including intellectual property rights, to The Service and the Software, including but not limited to patents, copyrights, design rights and trademarks, and nothing in the Agreement shall be interpreted as a transfer of such rights, or part thereof, to the Customer.

7.2 Pointsharp shall have the right to collect and analyse data and other information relating to the use and performance of various aspects of The Service to improve and enhance The Service and for other development, and to disclose such data to subcontractors in aggregate or other de-identified form in connection with its business.

## 8. FEES

8.1 As consideration for The Service the customer shall pay to Pointsharp, or to an authorized distributor or reseller of Pointsharp, as applicable, Fees as set out in the Customer Agreement.

8.2 All Fees are stated exclusive of value-added tax, which shall be borne by the Customer.

8.3 Pointsharp may, upon notice to the Customer, annually adjust the Fee in accordance with the change in the Swedish consumer price index over the preceding twelve (12) months. The adjusted Fee shall apply as from the date of such adjustment.

8.4 Pointsharp may, upon notice to the Customer, adjust the Fee based on any increase in costs to supply the Service or caused by any level of governmental law, regulation, tax, or other burden imposed after the date of the Agreement.

8.5 When the Customer orders Premium Support Services separately, the Customer

shall pay a separate support fee (Premium Support Fee). The Premium Support Fee is set out in the Premium Support Agreement.

## 9. PAYMENT

9.1 Fees for The Service and, if applicable, any Premium Support Fee shall be invoiced monthly in advance unless otherwise stated in The Terms or the Customer Agreement or any Premium Support Agreement.

9.2 If the Customer adds any Subscriber(s) above the maximum number of subscribers in the Customer Agreement, Pointsharp, or if applicable the authorized distributor or reseller of Pointsharp, may in its discretion immediately invoice an additional Fee for such Subscriber(s), or include such Fee in the next invoice.

9.3 Invoiced amounts shall be paid within thirty (30) days from the date of the invoice.

9.4 If the event of late payment, the Customer shall pay interest in accordance with the Swedish Interest Act (1975:635) from the due date. Pointsharp shall also, upon written notice to the Customer, be entitled to suspend The Service until the Customer has paid any outstanding claims.

## 10 DEFECTS IN THE SERVICE

10.1 The Service can only provide full functionality if The Service is used in accordance with The Terms. Pointsharp shall not be responsible for errors in The Service relating to any integrations of the Software in the Customer's system.

10.2 The Customer shall appoint a RA Security Officer that must have shown suitability for the role. The RA Security Officer is responsible for reporting defects to Pointsharp.

10.3 If the Customer discovers a defect in The Service, the Customer shall report to Pointsharp in writing thereof without undue delay and in no case later than ten (10) days from when The Customer discovered the defect (Defect Report).

10.4 The Defect Report shall be sent primarily through the support service provided by Pointsharp, <https://support.pointsharp.com>, or through secure email provided by Pointsharp. Request for secure email can be sent to Pointsharp support service, [support@pointsharp.com](mailto:support@pointsharp.com).

10.5 The Customer shall when reporting a defect, state and, if necessary, demonstrate how the defect manifests itself. At Pointsharp's request a Customer representative shall be available and assist during Pointsharp's support activities.

10.6 A Defect Report shall at least consist of:

1. name of the reporter,
2. date of the report,
3. severity level suggestion according to section 5.5,
4. a short description of the fault or problem,
5. a description on how the fault might be reproduced, and
6. any available data, for example, log file from the Software.

10.7 Pointsharp shall remedy any defect in The Service, as soon as reasonably can be required considering the nature of the defect and any other circumstances at hand.

## 11 SECURITY INCIDENTS

11.1 The Customer shall report (Incident Report) any event having an actual adverse effect on the security of The Service (Security Incident) to Pointsharp.

11.2 The Customer shall appoint a RA Security Officer that must have shown suitability for the role. The RA Security Officer is responsible for reporting Security Incidents to Pointsharp.

11.3 The Customer shall provide an Incident Report to Pointsharp in writing as soon as possible and in no case no later than 24 hours from when the Customer was made aware of the Security Incident.

11.4 The Incident Report shall be sent primarily through the support service provided by Pointsharp, <https://support.pointsharp.com>, or through secure email provided by Pointsharp. Request for secure email can be sent to Pointsharp support service, [support@pointsharp.com](mailto:support@pointsharp.com). At serious security incidents Pointsharp support service should also be contacted by phone, +46 8 6012300.

11.5 An Incident Report shall at least consist of

1. name of the reporter,
2. date of the report,
3. a description of the Security Incident,
4. if it concerns Personal Data,
5. a statement on any action taken to mitigate the Security Incident, and
6. any available data, for example, log file from the Software

11.6 At Pointsharp's request a Customer representative shall be available and assist during Pointsharp's handling of a Security Incident.

11.7 The Customer shall remedy any security weakness identified during the mitigation of a Security Incident according to the action plan approved by Pointsharp. This should be done as soon as reasonably can be required considering the nature of the weakness and any other circumstances at hand.

## **12 AUDIT AND COMPLIANCE**

12.1 The e-identity necessary to get access to The Service is personal to each Subscriber and may not be used by anyone other than the Subscriber.

12.2 The Customer shall

1. be responsible and liable for all Subscriber's compliance with The Terms and all obligations arising hereunder in connection with the Subscriber's use of The Service,
2. procure that all Personal Data and the Customer's collection and processing thereof is in compliance with any applicable laws and regulations, including but not limited to any applicable data protection and privacy laws and regulations,
3. have a documented and structured information security work for activities and management related to The Service and their RA domain.
4. use commercially reasonable efforts to prevent and terminate unauthorized access to The Service, and notify Pointsharp according to section 12.

12.3 Pointsharp may appoint an Independent Compliance Auditor to conduct an audit to determine that The Service is used in compliance with the Agreement. The Customer shall receive a written notice from Pointsharp within reasonable time and not less than fourteen (14) days before the audit. The audit shall be performed during the Customer's normal working hours.

12.4 The Customer shall cooperate with Pointsharp and the Independent Compliance Auditor during such audit and grant the Independent Compliance Auditor access to the Customer's premises. The audit shall be performed in such manner and duration as to achieve its purpose and not unnecessarily disrupt the Customer's operations.

### **13. PERSONAL DATA PROCESSING**

13.1 The Customer is Controller and Pointsharp is Processor of Personal Data according to the General Data Protection Regulation ((EU) 2016/679) (GDPR) in relation to The Service and in all other aspects of the Agreement.

13.2 Pointsharp will only process Personal Data according to the Personal Data Agreement and any appendices to that agreement.

### **14. LIABILITY**

14.1 The Customer shall be liable to promptly remedy any breaches of the Agreement, including but not limited to underpayment of the Fees.

14.2 In the event the Customer has committed a material breach of the Agreement, the Customer shall compensate Pointsharp for its damages, costs, or loss, regardless if Pointsharp chooses to terminate the Agreement under section 18 or not. If the material breach consists of the Customer making unauthorized copies of the Software, or parts thereof, the Customer shall be obliged to compensate Pointsharp in full for the damage caused due to the breach.

14.3 Except for the liability regarding infringement of intellectual property rights in section 15 and for breach of confidentiality in section 16, or in the event of gross negligence or willful misconduct

1. Pointsharp shall in no event be liable to the Customer under the Agreement for loss of profit, revenue, business savings or goodwill, loss of data, the Customer's obligation to pay administrative fines, compensate a third-party or any indirect or consequential damage.
2. Pointsharp's aggregate and total liability under the Agreement in respect of any one or more events or series of events (whether connected or unconnected) shall be limited to an amount equal to the Fees paid by the Customer during the previous consecutive twelve (12) months of the Agreement.

14.2 In the event that Customer has ordered any Premium Support Services separately, Pointsharp's liability shall in relation to any Premium Support Services be limited to an amount equal to twenty-five (25) percent of all Fees paid by the Customer during the previous consecutive twelve (12) months of the Agreement.

### **15 INDEMNIFICATIONS**

15.1 Pointsharp agrees to indemnify the Customer from any claims by a third party based on the Customer's use of The Service, or part thereof, within the Territory, infringing any such third party's intellectual property rights. Pointsharp's obligation to indemnify under this section is subject to The Service having been used in accordance with the Agreement.

15.2 Pointsharp shall have no obligation to indemnify the Customer against third party claims of infringement based upon

1. use, operation or combination of the applicable Software with non-Pointsharp hardware, software, data, documentation or other equipment if such infringement would have been avoided but for such use, operation or combination, or
2. the Software having been altered or used in a way deviating from its construction or from its intended purpose.

15.3 Pointsharp's obligation to indemnify under this section only applies provided that the Customer

1. without undue delay, not later than 30 days, notifies Pointsharp in writing of the claims brought against the Customer,
2. allows Pointsharp to control the defence and all related settlement negotiations and solely to decide thereon, and
3. acts in accordance with Pointsharp's instructions and, at the Customer's own expense, cooperates with and assists Pointsharp to the extent reasonably requested by Pointsharp.

15.4 Subject to the conditions under section 15.1–15.3, Pointsharp shall indemnify the Customer for such damages, liabilities, costs or expenses awarded in a final judgment or settlement which has been approved in writing by Pointsharp.

15.5 This section 15, constitutes the entire liability of Pointsharp with respect to infringement of third-party intellectual property rights.

## **16 CONFIDENTIALITY**

16.1 Each Party undertakes not to disclose to any third party, without the consent of the other Party, any information received from the other Party concerning Personal Data and its business operations as can be deemed to constitute a trade secret, information which is covered by a statutory duty of secrecy or information which should otherwise reasonably be considered to be of a confidential nature. Information stated by either Party to be confidential shall always be deemed to constitute a trade secret. However Subscriber certificates, including public keys, shall always be deemed public.

16.2 The Parties' confidentiality obligation under this section 16 shall not apply to trade secrets or any other confidential information which the receiving Party can demonstrate

1. is already known when received,
2. is or has become public knowledge other than through a breach of the Agreement,
3. is received from a third-party who lawfully acquired it and who is under no obligation restricting its disclosure in relation to Pointsharp, or
4. is to be made publicly available due to a court order, a decision by a public body or as otherwise required by mandatory law.

16.3 Each Party agrees to impose on its employees and consultants, in an appropriate manner, the confidentiality obligations set out above in this section 16. The Parties shall ensure that any subcontractors engaged sign a confidentiality undertaking containing equivalent provisions for the benefit of the other party. The Customer shall be liable in relation to Pointsharp for its employees' and consultants' actions and for their observance of the above stated provisions.

16.4 The Parties' confidentiality obligations under the Agreement shall be valid during the term of the Agreement and continue for a period of two (2) years after termination of the Agreement, regardless of the reason therefor.

## **17. NOTICES**

17.1 Any notice under this agreement shall be

1. in writing,
2. marked to the attention of contract manager set out in the Customer Agreement, and





3. deemed to be received when sent to the other party at the address stated in the Customer Agreement or last address furnished by the other party to the party giving notice by:
  - a. first class prepaid post, 2 weeks after it is posted, or
  - b. by courier or by hand delivery, upon delivery, if delivered before 16:00 on any business day, and the next business day if delivered after 16:00.

For the purposes of section 17.1, "writing" shall not include email.

17.2 Section 17.1 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## **18. TERM, AMENDMENTS, MODIFICATIONS AND TERMINATION**

18.1 The Agreement shall enter into force on the Effective Date and shall remain in force without limitation in time until terminated by either Party by giving six (6) months' notice.

18.2 Any material change, amendment or modification to the Agreement must, in order to be binding, be in writing and signed by both Parties.

18.3 The Customer may not assign any rights or obligations under the Agreement to a third party unless Pointsharp has given its prior written consent thereto.

18.4 Pointsharp may, after notice to the Customer, terminate the Agreement with immediate effect if the Customer does not execute any measures that may be required as a result of an audit or to mitigate discovered vulnerabilities within agreed time.

18.5 Beyond what is expressly stated above, each Party may, after notice to the other Party, terminate the Agreement with immediate effect if:

1. the other Party has committed a material breach of the Agreement, and has not rectified the same within thirty (30) days after receipt of the notice to that effect, or
2. the other Party's assets become the subject of an insolvency proceeding, or the other Party goes into liquidation, suspends payment of its debts or can otherwise be deemed insolvent.

18.6 Upon termination of the Agreement, regardless of the reason therefore, the Customer nor any affiliated Subscriber will be able to use the Service. All certificates issued by The Service will be revoked. The Customer shall not be entitled to any refund of any Fees paid in advance for The Service for the time after termination of the Agreement.

## **19. FORCE MAJEURE**

19.1 If and to the extent that a Party's performance of any of its obligations pursuant to the Agreement is prevented, hindered or delayed due to any circumstance beyond the reasonable control of such Party, including but not limited to,

1. lightning strike,
2. labour disputes,
3. fire,
4. acts of war,
5. requisition,
6. seizure,
7. currency restriction,
8. riots and civil disorders,

9. shortage of means of transportation,
10. shortage of goods,
11. amendments to regulations issued by governmental authorities,
12. intervention of authorities, or
13. defects and/or delays in delivery by each Party's suppliers due to a circumstance here stipulated,

each 1–13, a (Force Majeure Event), then the non-performing Party shall be excused from any performance or liability of those obligations affected by the Force Majeure Event for as long as such Force Majeure Event continues. The Party whose performance is prevented, hindered or delayed by a Force Majeure Event shall immediately notify the other Party of the occurrence of the Force Majeure Event. The non-performing Party is, however, always obligated to mitigate the effects of the Force Majeure Events.

19.2 Should fulfillment of the Agreement to an extensive part be prevented for more than three (3) months due to any circumstance as described above, each Party shall have the right to, by notice, terminate the Agreement.

## **20. PRIORITY OF DOCUMENTS**

20.1 The Pointsharp Secure Cloud Net iD Certificate Policy and Certification Practice Statement are paramount for the provision of The Service and nothing in this Agreement may change or deviate from the document regardless of section 20.2.

20.2 In the event of any conflict or inconsistency between the documents in the Agreement, such conflict shall be resolved in accordance with the following order of priority with the document having the highest priority listed first and the one with the lowest priority listed last:

1. Pointsharp CP and CPS
2. Amendments or modifications
3. Customer Agreement
4. Personal Data Processing Agreement including the instruction appendix
5. Premium Support Agreement
6. The Terms
7. Price list

## **21. DISPUTES AND GOVERNING LAW**

21.1 Any dispute, controversy or claim in connection with the Agreement, and any non-contractual obligations arising out of or in connection with the same, shall be governed by and construed in accordance with the laws of Sweden.

21.2 Any dispute, controversy or claim (contractual or non-contractual) arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the SCC Institute).

21.3 The Rules for Expedited Arbitrations of the SCC Institute shall apply, unless the SCC Institute, taking into account the complexity of the case, the amount in dispute and other circumstances, determines, in its discretion, that the Rules of the SCC Institute shall apply. In the latter case, the SCC Institute shall also decide whether the arbitral tribunal shall be composed of one or three arbitrators.

21.4 The place of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be Swedish, unless otherwise is agreed.

## **22 ENTRY INTO FORCE**

22.1 These terms and conditions shall apply from 2022-02-25.



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**Website**

<https://www.pointsharp.com>

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Specifications subject to change without further notice, unless stated otherwise in agreement.

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