



POINTSHARP

End User Agreement for Partners

PKI as-a-service



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PKI AS-A-SERVICE END USER AGREEMENT

1. PARTIES

1.1 END USER (Registration Authority)

Organization name	
VAT identification number (or EUID if the former is not available)	
Address	
Telephone	
E-mail	

RA Security Officer (person appointed by the End User to manage contacts in relation to compliance and defect and incident reports)	
Name	
Telephone	
E-mail	

Technical contact (function appointed by the End User to manage contacts in relation to the technical operations of The Service)	
Name	
Telephone	
E-mail	

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 End User, as defined herein, are herein also jointly referred to as the Parties and individually as Party.

2. GENERAL

2.1 This agreement regulates the End User's wish to join the PKI as-a-service public key infrastructure (PKI) which consists of Software and provisioning of such related to the Software to provide a service to issue e-identities to individuals within the End User organization through Subscriber certificates (e-identity) compliant to the Pointsharp Net iD Certificate Policy and Certification Practice Statement (Pointsharp CP and CPS) including Support Services (The Service).

2.2 The End User will use Swedish personal identity numbers and/or confirmed coordination 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. PKI as-a-service End User Agreement (this document)
2. PKI as-a-service End User Agreement Terms and Conditions
3. Personal Data Processing Agreement, including the instruction appendix

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. PKI as-a-service End User Agreement
4. Personal Data Processing Agreement, including the instruction appendix
5. PKI as-a-service End User Agreement Terms and Conditions

4. START DATE

4.1 Start Date of The Service will be upon the fulfillment of the onboarding process for The Service, and, or, If otherwise not agreed or communicated by Pointsharp, no later than 60 days from Effective Date in section 8.

5. ONBOARDING PROCESS

5.1 Pointsharp validates End User's ownership of internet domain to be used within The Service

5.2 Pointsharp configures End User's organization in The Service

5.3 Issuing and provisioning first subscriber

5.4 Knowledge transfer related to The Service

5.5 Outlining of support protocols

6. FEES

6.1 All Fees, amount of subscribers and key bearers, payment terms, and support level will be set out in the quote for The Service and provided by an authorized distributor or reseller of Pointsharp.

6.2 All Fees, amount of subscribers and key bearers, and support level provided to the End User must be reviewed and approved by Pointsharp and, if not agreed otherwise, according to at any time current price list.

6.3 For any Services, Licenses, Products or End User specific integrations delivered from Pointsharp or third-party not specified for The Service, will be handled upon request and according to at any time current price list.

7. SIGNATURES

7.1 Signature of the End User

Date

Signature of End User representative

Print name in block letters

7.2 Signature of Pointsharp

Date

Signature of Pointsharp representative

Print name in block letters

8. EFFECTIVE DATE

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

End User Agreement Terms and Conditions – Partner

Appendix 1

PKI AS-A-SERVICE END USER AGREEMENT TERMS AND CONDITIONS

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 End User specific integrations related the Software to provide a service to issue e-identities to individuals within the End User organization through Subscriber certificates (e-identity) compliant to the Pointsharp 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 End User 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 PKI as-a-service End User 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 End User's own it-environment is not included nor individual End User adjustments.

2.3 *Controller* shall mean the End User 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.

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

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

2.6 *End User* shall mean the active legal entity that has ordered The Service, as set out in the PKI as-a-service End User Agreement.

2.7 *End User Agreement* shall mean the agreement through which the End User has entered the Agreement with Pointsharp to provide The Service.

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

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

2.10 *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.

2.11 *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.

2.12 *RA Security Officer* shall mean the person appointed by the End User 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.

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

2.14 *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.

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

2.16 *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.

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

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

2.19 *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.

2.20 *Specification* shall mean the detailed written description of The Service, in the version available at Pointsharp's website, www.pointsharpsecurecloud.com, from time to time.

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

2.22 *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.

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

2.24 *Updates* shall mean published corrections of The Service provided to the End User.

2.25 *Upgrades* shall mean published versions of the Software including new or better

functionality provided to the End User.

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

3. SCOPE OF THE SERVICE

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

3.2 Under the Agreement, the End User is granted a non-exclusive, non-transferable, limited right, to access and use the Service for the End User'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 End User Agreement.

3.4 The End User 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. END USER WARRANTIES AND RESPONSIBILITIES

4.1 The End User 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 End User 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 End User'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 End User shall

1. be solely responsible for the implementation of any integrations and installation of any Updates and Upgrades.
2. handle Subscriber access management to The Service,
3. [inform Pointsharp if changes of personnel having the positions of RA Security Officer or Data Processing Officer are made.](#)
4. 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,

5. only use The Service in accordance with the Agreement, and applicable laws, government rules and regulations and public authority decisions,
6. not lease, sublicense, rent, distribute The Service or use The Service to the benefit of others,
7. 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 End User has permission to communicate with them,
8. not use The Service to store or transmit malicious code,
9. 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,
10. 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,
11. report defects (section 9) and security incidents (section 10) to Pointsharp,
12. execute any measures that may be required as a result of a defect or security incident and, to mitigate discovered vulnerabilities,
13. at its own expense, provide Pointsharp with such other assistance that Pointsharp reasonably may need to fulfill its obligations under the Agreement,
14. when required for the purposes of providing Basic and/or Premium Support Service, provide readily available documentation and information to Pointsharp,
15. be responsible for making backup copies of any integrations of the Software, and
16. 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 End User'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 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 End User 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>Critical</p> <p>A Critical 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 End Users/ Subscribers of The Service. High risk for SLA violations.</p> <p>Examples:</p> <ul style="list-style-type: none"> • The Service or a vital part of The Service is unavailable for all Subscribers. • Security breach, for example, confidentiality or privacy is breached. • End User data loss. 	<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>High</p> <p>A major incident with High 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 Subscribers or a critical function within a system is not functioning.</p> <p>Examples:</p> <ul style="list-style-type: none"> • A End User-facing service is unavailable for a subset of Subscribers. • Core functionality is significantly impacted. • Service extremely tedious to use. 	<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>Medium</p> <p>A minor incident with Medium impact or Service request</p>	<p>Other faults that do not significantly impact regular use of The Service.</p> <p>Inquiry from End Users for information or help with configurations.</p> <p>Examples:</p> <ul style="list-style-type: none"> • A system glitch that is causing minor inconvenience to Subscribers. • Access rights to support tool. • Support regarding configurations. 	<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>Low</p> <p>An insignificant flaw with Low impact</p>	<p>Cosmetic error or unnoticeable to Subscribers.</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 End User, 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 End User.

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 End User shall pay to Pointsharp, or to an authorized distributor or reseller of Pointsharp, as applicable, Fees as set out in the End User Agreement.

8.2 Pointsharp may, upon notice to the End User and or to an authorized distributor or reseller of Pointsharp, 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.

8.3 Pointsharp may, upon notice to the End User and or to an authorized distributor or reseller of Pointsharp, 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.

8.4 When the End User orders Premium Support Services separately, the End User shall pay a separate support fee (Premium Support Fee). The Premium Support Fee is set out in at any time current price list.

9. DEFECTS IN THE SERVICE

9.1 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 End User's system.

9.2 The End User 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.

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

9.4 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.

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

9.6 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.

9.7 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.

10 SECURITY INCIDENTS

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

10.2 The End User 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.

10.3 The End User 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 End User was made aware of the Security Incident.

10.4 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. At serious security incidents Pointsharp support service should also be contacted by phone, +46 8 6012300.

10.5 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

10.6 At Pointsharp's request a End User representative shall be available and assist during Pointsharp's handling of a Security Incident.

10.7 The End User 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.

11 AUDIT AND COMPLIANCE

11.1 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.

11.2 The End User 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 End User'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 11.

11.3 Pointsharp may appoint an Independent Compliance Auditor to conduct an audit to determine that The Service is used in compliance with the Agreement. The End User 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 End User's normal working hours.

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

12. PERSONAL DATA PROCESSING

12.1 The End User 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.

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

13. LIABILITY

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

13.2 In the event the End User has committed a material breach of the Agreement, the End User shall compensate Pointsharp for its damages, costs, or loss, regardless if Pointsharp chooses to terminate the Agreement under section 17 or not. If the material breach consists of the End User making unauthorized copies of the Software, or parts thereof, the End User shall be obliged to compensate Pointsharp in full for the damage caused due to the breach.

13.3 Except for the liability regarding infringement of intellectual property rights in

section 14 and for breach of confidentiality in section 15, or in the event of gross negligence or willful misconduct

1. Pointsharp shall in no event be liable to the End User under the Agreement for loss of profit, revenue, business savings or goodwill, loss of data, the End User'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 End User during the previous consecutive twelve (12) months of the Agreement.

13.2 In the event that End User 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 End User during the previous consecutive twelve (12) months of the Agreement.

14 INDEMNIFICATIONS

14.1 Pointsharp agrees to indemnify the End User from any claims by a third party based on the End User'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.

14.2 Pointsharp shall have no obligation to indemnify the End User 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.

14.3 Pointsharp's obligation to indemnify under this section only applies provided that the End User

1. without undue delay, not later than 30 days, notifies Pointsharp in writing of the claims brought against the End User,
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 End User's own expense, cooperates with and assists Pointsharp to the extent reasonably requested by Pointsharp.

14.4 Subject to the conditions under section 14.1–14.3, Pointsharp shall indemnify the End User for such damages, liabilities, costs or expenses awarded in a final judgment or settlement which has been approved in writing by Pointsharp.

14.5 This section 14, constitutes the entire liability of Pointsharp with respect to infringement of third-party intellectual property rights.

15 CONFIDENTIALITY

15.1 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.

15.2 The Parties' confidentiality obligation under this section 15 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.

15.3 Each Party agrees to impose on its employees and consultants, in an appropriate manner, the confidentiality obligations set out above in this section 15. The Parties shall ensure that any subcontractors engaged sign a confidentiality undertaking containing equivalent provisions for the benefit of the other party. The End User shall be liable in relation to Pointsharp for its employees' and consultants' actions and for their observance of the above stated provisions.

15.4 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.

16. NOTICES

16.1 Any notice under this agreement shall be

1. in writing,
2. marked to the attention of contract manager set out in the End User Agreement, and
3. deemed to be received when sent to the other party at the address stated in the End User 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 16.1, "writing" shall not include email.

16.2 Section 16.1 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.

17. TERM, AMENDMENTS, MODIFICATIONS AND TERMINATION

17.1 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.

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

17.3 The End User may not assign any rights or obligations under the Agreement to a

third party unless Pointsharp has given its prior written consent thereto.

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

17.5 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.

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

18. FORCE MAJEURE

18.1 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.

18.2 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.

19. PRIORITY OF DOCUMENTS

19.1 The Pointsharp 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 19.2.

19.2 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. Pointsharp Net iD End User Agreement
4. Personal Data Processing Agreement including the instruction appendix
5. Pointsharp Net iD End User Agreement Terms and Conditions

20. DISPUTES AND GOVERNING LAW

20.1 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.

20.2 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).

20.3 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.

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

21 ENTRY INTO FORCE

21.1 These terms and conditions shall apply from 2024-07-05.

End User Agreement Amendment – Partner

Amendment of change for PKI AS-A-SERVICE END USER AGREEMENT TERMS AND CONDITIONS

This Amendment will overrule §20 found in **PKI AS-A-SERVICE END USER AGREEMENT TERMS AND CONDITIONS**.

20. DISPUTES AND GOVERNING LAW

20.1 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.

20.2 Any dispute, controversy or claim in connection with the Agreement that cannot be solved in good faith or by conciliation shall be decided by a Swedish general court with Stockholm District Court as the court of first instance.



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Classification: Public
Publ. No.: PSC-LG24-01
Document version: 1.0
Document status: Final
Published: 05 Jul 2024