POINTSHARP

Pointsharp Secure Cloud Net iD Customer Agreement

Pointsharp Secure Cloud Net iD

Table of Contents

No headings included in this document

CUSTOMER AGREEMENT POINTSHARP SECURE CLOUD NET ID

1. PARTIES

1.1 Customer (Registration Authority)

Organization name	
VAT identification number (or EUID if the former is not available)	
Address	
Telephone	
E-mail	
Contract Manager (person to sign as well as give and receive notices relating to the Agreement)	
Name	
Telephone	
E-mail	
RA Security Officer (person appointed by the Customer to manage contacts in relation to compliance and defect and incident reports)	
Name	
Telephone	
E-mail	
Data Protection Officer	
Name	
Telephone	
E-mail	

Service Desk (function appointed by the Customer to manage contact in relation to The Service, for example, support)	
Service Desk 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 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 Pointsharp Secure Cloud Net iD 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 Pointsharp Secure Cloud Net iD (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 Pointsharp Secure Cloud Net iD 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

Place

Date

Signature Customer Contract Manager

Print name in block letters

7.2 Signature of Pointsharp

Place

Date

Signature of Pointsharp representative

Print name in block letters

8. EFFECTIVE DATE

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

Website

Copyright

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