Data supplier agreement

Centurion DK A/S
P.O. 130
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	Establish
	Change
	Cancellation

This form is used for establish/change/cancel the data supplier agreement with Centurion DK A/S.

Please notice: The data supplier must use NemID medarbejdersignatur during the establishment and operation of this solution.

1	Data supplier CVR no.	Sub system	
2	Data supplier company name		
3	Address 1		
4	Address 2		
5	Zip code	City	
6	Phone no.		
7	Contact person at data supplier		
8	Bank reg. no.	Bank account no.	

Select form of data communication

9	Manual Browser solution **(HTTP/S)**	I want to send and receive files in ZIP format (only applicable for HTTP/S)
	Automated solution **(SFTP)**	

Tick the box to confirm that "General terms and conditions for data communication with Centurion DK A/S is accepted.

Date	Data supplier signature

General terms and conditions for data communication Centurion DK A/S

§ 1 Scope of terms and conditions

These terms and conditions apply to the agreement between the data supplier and Centurion DK A/S (hereinafter Centurion) on data communication between the data supplier and Centurion.

By signing the agreement, it is accepted that the agreement is subject to "General terms and conditions for data communication with Centurion DK A/S". Furthermore, it is also accepted that Centurion is entitled to debit the specified account for billable services.

§ 2 Definitions

Data Supplier: Anyone who has entered into a data supplier agreement with Centurion.

Company: Anyone using a product offered by Centurion or one of Centurion' affiliates. The company can also be a data supplier.

Data delivery: One or more records/transactions that are aggregated into one unit.

Receipt: A message from Centurion to the data supplier, with which Centurion acknowledges having received a data delivery from the data supplier.

§ 3 Inbound data

Centurion will, upon receipt of the data delivery, confirm that it meets the structural requirements and provide a positive transmission receipt. Otherwise, the delivery is rejected, and a negative transmission receipt is provided.

After Centurion has provided a positive transmission receipt, the data delivery undergoes validation. Centurion is afterwards responsible for the part of the data delivery that can be validated with a positive result. If the data delivery, or parts thereof, is faulty or inadequate, Centurion will provide the data supplier with a negative validation receipt or a rejection notice of the entire data delivery or the parts thereof that could not be positively validated.

§ 4 Outbound data

Once Centurion has placed the data delivery in the transmission system, the data supplier must collect the data delivery itself. Delivery is considered to have been performed when the data delivery is placed in the transmission system.

§ 5 Data supplier

The data supplier must ensure that the employees who handle data exchanges have a NemID employee signature.

If the data supplier sends a data delivery that contains data from multiple companies, data from each company must be identified and separated in the delivery.

§ 6 Guidelines

The data supplier must comply with the guidelines that apply to the individual business services.

The structure of the data deliveries exchanged with Centurion are defined in the guidelines for each product.

§ 7 Test

It is recommended that at least one test of data to and from Centurion is completed before commencing production data exchange.

§ 8 Assignment

Neither Centurion nor the data supplier is entitled to transfer the rights and obligations according to this agreement to a third party without the prior consent from the other party. However, Centurion may, without consent, assign its rights and obligations under this agreement to any company in the Centurion Group.

§ 9 Amendment of terms and conditions

Centurion may amend these terms and conditions with two months notice. The new version of the terms and conditions is published on Centurion' website www.nets.eu.

§ 10 Liability

Unless otherwise specified, the parties are responsible according to the general rules of Danish law. Centurion is liable if Centurion, due to error or negligence, fails to meet the agreed obligations on time or makes defective delivery.

Even in those areas where stricter liability applies, Centurion is not liable for losses due to:
• breakdown in/lack of access to IT systems or damage to data in these systems for the events below, regardless of whether

Centurion or an external provider is responsible for the operation of the systems
• failure of Centurion ' power supply or internet communications, law enforcement or administrative acts, natural disasters, war, insurgency, civil unrest, sabotage, terror or vandalism (including computer viruses and hacking)
• strike, lockout, boycott or blockade, regardless of whether the conflict is directed at or initiated by Centurion itself or the company's organization, and regardless of the cause of the conflict. This also applies when the conflict only affects parts of Centurion
• other circumstances outside Centurion ' control.

Centurion is not responsible for indirect losses and consequential damages. Centurion shall accept no responsibility for the data supplier or company's loss of goodwill, contracts, profits or loss of interest.

To the extent that the lack of access is due to one or more of the above circumstances, Centurion is neither responsible for the lack of access to the systems used by Centurion.

Centurion' exemptions from liability do not apply if:
• Centurion should have foreseen the circumstances that bought about the loss, when the agreement was concluded or should have avoided or suppressed the cause of the loss
• legislation holds Centurion responsible in any case for the circumstances that cause the loss.

Centurion' liability is in all circumstances limited to an amount of DKK 250,000 per loss event arising from the same defect, regardless of any arising claims from other claimants with the same origin.

Guide to complete the Data supplier agreement

Line 1

Data supplier CVR no.

The legal entity that exchanges data with Centurion. It is often the company itself, but in other cases a software company handles the practical exchange of data with Centurion on behalf of the company.

Subsystem

Fill out the field with the subsystem that fits the product you are using at Centurion.

When delivering data, subsystem is used together with CVR no. to identify files. In most cases, one standard subsystem is sufficient.

If you use multiple subsystems, submit one form per subsystem.

Line 7

Contact person and email address
The person that Centurion can contact regarding the data communication.

Line 8

Account number
The account is used to settle any arising fees. It may be for error correction in a data delivery or other billable extra services.

Line 9

Form of data communication
A data delivery is transmitted over the internet.

There are two solutions for data communication:

HTTP/S – the "browser solution"
Data is exchanged by manually transferring your data delivery. This solution is suitable, if you want a simple solution without much need for automation.

SFTP - automated setup
Automated data exchange where you exchange data with Centurion through your own or purchased software. This solution requires setup/software development. See more at Nets.eu, where you will find specifications and guides under the topic "Data communication".

Files in ZIP-format:

The ZIP-file compress the file to reduce the size. The ZIP-format is recommended when exchanging large files with Centurion. Remember to check in the specific guideline whether it is possible to send compressed files in a given situation.

Signatures

The data supplier must always sign the form. The company and the data supplier may be the same entity.

the agreement must be signed by representatives from the data supplier who are authorised in accordance with the articles of association.

Further questions

Can I manage multiple CVR numbers?

Yes. If the same employee manages different CVR numbers, data exchanges can be made with an employee signature that belongs to the data supplier's CVR number.