AGENCY FOR DIGITAL GOVERNMENT

👥 NemLog-in

Terms and Conditions
Multi-tenant connected to NemLog-in

Version 1.1

The terms and conditions are written in Danish and English.

The Danish language version of terms and conditions shall be controlling in all respects and shall prevail in case of any inconsistencies with the English version, if any.

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Annex overview

Annex 1   Definitions

Annex 2   Terms and conditions for Service Providers' use of NemLog-in Services

Technical requirements, service descriptions and prices are available on the Service Provider Site.

1   Introduction

These Multi-tenant Terms and Conditions govern Supplier's receipt of Services from NemLog-in on behalf of Service Providers via the Supplier's Multi-tenant system. Multi-tenant terms are agreed and included as part of the terms for IT system providers and are accepted together when connecting to NemLog-in.

The Agency for Digital Government has established NemLog-in which serves as a key component in the public identity infrastructure, and through NemLog-in, the Agency for Digital Government provides a number of Services that support digital self-service for public authorities, public law bodies, Legal Entities and citizens.

As part of the NemLog-in Services, Authentication will be provided via MitID, NemID (for a period) and Authenticators from businesses and organisations which have registered a Local IdP to NemLog-in.

Where the Supplier receives Authentications on behalf of private Service Providers, the Supplier is obliged to enter into a separate NemID Service Provider Agreement with Nets DanID A/S on invoicing for NemID Authentications, cf. clause 7.6.

NemLog-in is certified MitID Broker and forwards Authentications carried out using MitID based on individual agreement with the MitID supplier (Nets DanID A/S).

The Terms and Conditions contain several references to the Service Provider Site, where a number of technical requirements and policies are provided. These requirements and policies include detailed requirements and service descriptions and are an integral part of the Terms and Conditions.

All Services described in the Terms and Conditions are not necessarily available at the time of the Supplier's acceptance of the same. On the Service Provider site, the Supplier must check the descriptions of which Services are available and any time schedules for introduction of new Services.

2   General Supplier requirements

2.1   Characteristics

A Multi-tenant system is characterised by the following three conditions:

1. Authentications are received from NemLog-in on behalf of one or more Service Providers without issuing, exchanging or signing a security token or equivalent. The Supplier thus may not act as a trusted third party or otherwise vouch for the authenticated identity vis-à-vis the Service Provider.
2. Authentications give the End User access to a Digital Self-Service solution provided by the Supplier to the Service Provider.
3. The Supplier acts as a data processor for the Service Provider for the data processed in the Digital Self-Service Solution, including authentication responses received from NemLog-in.

A Multi-tenant system is, therefore, an integrated service where the Supplier provides the Service Provider with a Digital Self-Service Solution and the integration to NemLog-in. More detailed description is available on the Service Provider Site.

3   Services from NemLog-in

3.1   Introduction

The Supplier may, after connecting to NemLog-in, acquire the Services described in clause 3.2 and 3.3 with a view to make them available for Service Providers.

3.2   Authentication

The Supplier may receive Authentications via the NemLog-in authentication service on behalf of Service Providers.

NemLog-in manages all technical aspects of End User Authentication.

Based on the Services provided, the Supplier may achieve the following on behalf of its Service Providers in a connected IT system:

- Authentication using the Authenticators supported by NemLog-in, including MitID
- Single sign on (for Public-Sector Service Providers)

Authentication responses based on MitID do not contain MitID risk data.

3.3   Signature solutions

Via the integration to NemLog-in, the Supplier may offer Service Providers two different signature services:

- Signature service based on OCES certificates by means of NemID (NemID Signature Service).
- Signature solution based on qualified certificates (Den Danske Stat Tillidstjenester)

Please refer to clause 16.3 on special provisions for the discontinuation of the NemID signature service.

The Service Provider Site provides a more detailed description of the two solutions and technical requirements for their application. Following the provisions of clause 7.3 and Annex 2, the Supplier must ensure that the conditions stipulated by the Agency for Digital Government for the receipt of signatures by Service Providers are contractually applicable to the individual Service Provider.

End Users' using the signature solutions provided by NemLog via a Service Provider are subject to separate terms that are made available to the End User in the signature flow process the End User completes when using the signature client in NemLog-in.

3.4   Service Levels

Services are provided in accordance with the Service Levels specified in the operation and support policy on the Service Provider Site. If no specific Service Levels are stated, the Services will be provided in accordance with Good IT Practice.

The Agency for Digital Government is not responsible for compliance with the Service Levels.

4   Connecting to NemLog-in

4.1   General conditions

The technical connection of the Supplier's Multi-tenant system to NemLog-in shall take place in accordance with what is stated on the Service Provider Site. The Site also provides the technical standards and policies the Supplier is required to observe in its integration with NemLog-in.

4.2   Connecting Digital Self-Service Solutions to NemLog-in

The Supplier shall receive Authentication for the Service Provider's Digital Self-Service solutions via Public Multi-tenant Systems or Private Multi-tenant Systems connected separately to NemLog-in in accordance with what is stated on the Service Provider Site. Authentication for specific categories of Self-Service Solutions is received through the Multi-tenant Systems, as detailed Table 1 below.

The table also indicates to what extent fees and Development Contributions are charged for Transactions for the relevant Self-Service Solutions to the Service Provider, cf. clause 9.

	Public authority	A body governed by public law	Legal Entity
Public Self-Service Solution (Authority task is carried out)	**Category A1:** Transaction fees: Not charged Development contribution: Not charged	**Category B1:** Transaction fees: Not charged Development contribution: Not charged	**Category C1** Transaction fees: Charged Development contribution: Charged
Private Self-Service Solution (Authority task is not carried out)	**Category A2:** Transaction fees: Charged Development contribution: Not charged	**Category B2:** Transaction fees: Charged Development contribution: Charged	**Category C2:** Transaction fees: Charged Development contribution: Charged

Table 1 Categories of Self-Service Solutionsunder the Service Provider

The different categories of Digital Self-Service Solutions must be connected to NemLog-in in accordance with the following:

1.   Public Multi-tenant System includes Public Self-Service solutions in category A1 and B1

2.   Private Multi-tenant system includes Private Self-Service Solutions in categories B2, C1 and C2.

Category A2 Private Self-Service Solutions (self-service solution with a Public Authority from which an authority task is not carried out) must be connected to NemLog-in via a separate private Multi-tenant system. In this connection, the Supplier is required to contact the Agency for Digital Government to make sure that no Development Contribution is charged for transactions linked to the Self-Service Solutions that receive Authentications via this solution.

The Supplier is responsible for receiving Authentications for the different types of Digital Self-Service Solutions via the correct connections (public Multi-tenant system or private Multi-tenant system).

4.3   Test environments

The Agency for Digital Government provides test environments plus documentation and guidance to the Supplier in order to support the integration of the Multi-tenant systems to NemLog-in.

5   Support

The Agency for Digital Government provides the Supplier support in connecting to NemLog-in and the Services that the Supplier purchases. Nets DanID A/S provides technical support on behalf of the Agency for Digital Government on payment of the fees listed on the Service Provider Site.

The Agency for Digital Government does not provide support directly to Service Providers or End Users regarding the Supplier's services.

6   Logging and statistics

6.1   Logging

The Agency for Digital Government logs all requests for Services from NemLog-in.

Logging requirements of the Supplier are set out on the Service Provider Site

6.2   Reporting and statistics

No reporting and statistics are provided from NemLog-in to the Supplier.

7   Supplier requirements

7.1   General

The Supplier must fulfil the obligations and requirements imposed on the Supplier by these Terms and Conditions.

The Supplier must reasonably assist the Agency for Digital Government if the Agency for Digital Government needs information or other assistance in the management of the cooperation between the Agency for Digital Government and the Supplier.

The Supplier will not receive any payment from the Agency for Digital Government for the fulfilment of the requirements incumbent on the Supplier pursuant to these Terms and Conditions.

7.2   Technical and security-related requirements

The Supplier's receipt of Services on behalf of Service Providers is conditional upon the Supplier's compliance with the technical and security requirements specified on the Service Provider Site.

The Supplier is required to ensure that technical and security requirements are met in the technical solution offered to Service Providers.

7.3   Terms and conditions for Service Providers' using NemLog-in Services

The Agency for Digital Government has set out a number of terms and conditions for Service Providers' use of NemLog-in Services via a Multi-tenant system connected to NemLog-in. These terms and conditions are set out in Annex 2 (Rules and conditions for Service Providers' use of NemLog-in Services). The Supplier must make sure that the Terms are imposed on its own Service Providers. The Terms and Conditions may be changed by the Agency for Digital Government, cf. clause 16 below.

Moreover, the Supplier may freely agree on terms and conditions with the individual Service Provider.

As detailed more fully in clause 7.7, the use of NemLog-in Services by Public-Sector Service Providers are regulated by the Act on MitID and NemLog-in. Annex 2 accordingly contains individual requirements that must be applied only to private Service Providers.

7.4   Supplier's duty to suspend or revoke

The Supplier is required to suspend or revoke its affiliated Service Providers' access to NemLog-in services if the Service Provider does not comply substantially with the requirements for the Service Provider set out in Annex 2 (Terms and Conditions for Service Providers' Use of NemLog-in Services). The Agency for Digital Government may in special cases require the Supplier to revoke Service Providers if necessary for security reasons. If the Supplier fails to comply with such requirement, the Agency for Digital Government is entitled to suspend or revoke the Supplier's access to NemLog-in pursuant to clause 9.

The Supplier must ensure that the Supplier's terms and conditions for Service Providers include similar rights of revoking access to the NemLog-in solution, including access to MitID.

7.5 Administration and registration of Service Providers

The Supplier is required to administer connected Service Providers, including to ensure correct payment.

As part of the Supplier's administration, the Supplier must register and keep the following information about each Service Provider:

- Whether the Service Provider is a public authority, a body governed by public law or a Legal entity.
- If the Service Provider's Self-Service Solution is a Public Self-Service Solution or a Private Self-Service Solution

The Supplier must connect its Multi-tenant system in accordance with clause 4.2.

The Supplier shall, upon request from the Agency for Digital Government, at all times inform which Service Providers use the Supplier's Multi-tenant System and the manner in which they are registered in accordance with the above.

7.6 Specific to Authentication using NemID

NemLog-in accepts Authentications from End Users using NemID. In the event that the Supplier receives Authentications for private Service Providers, it is a requirement that the Supplier enters into a separate NemID Service Provider Agreement with Nets DanID A/S.

Invoicing for Authentications for Private Service Providers will be based on the settlement model 'session settlement' according to which the Supplier must pay for each individual NemID session made through NemLog-in.

The Supplier is responsible at its own discretion, for re-invoicing the fees for the NemID transactions to its own Private Service Providers.

The Supplier will not be invoiced for NemID Authentications to Public-Sector Service Providers.

If the Supplier on behalf of its Service Providers does not want to receive Authentications based on NemID, it may opt out by contacting the Agency for Digital Government. Opting out of this option for Authentication on the basis of NemID shall be paid according to the fixed prices for support at Nets DanID A/S.

7.7 Regulation of Public-Sector Service Providers

Public-Sector Service Provider' usage of NemLog-in Services is regulated by the Act on MitID and NemLog-in, inclusive of the decree concerning the provision and use of the MitID solution and NemLog-in. The Agency for Digital Government has a number of powers in relation to Public-Sector Service Provider.

Insofar as the Agency for Digital Government exercises such powers, the Supplier is obliged to implement them vis-à-vis the relevant Public-Sector Service Provider.

8 Fees and payment

8.1 Fees for the use of services

The Supplier pays the fees listed on the Service Provider Site for Services from NemLog-in, including Authentication.

The Supplier is liable to pay for the Services provided to the Supplier, including any consulting services ordered by the Supplier.

Fees and development contribution for Authentications and signatures requested from Service Providers Digital Self-service Solutions will be charged by the Agency for Digital Government in accordance with the categorisation of the self-service solution following clause 4.2.

8.2   Terms of payment

The Supplier will be invoiced on a monthly basis for Services covered by this Agreement, including for Transactions.

The invoicing will be based on the registrations made by NemLog-in according to clause 6.

The Supplier must make payment no later than thirty (30) days after submission of an invoice. For payments received after the due date, the Agency for Digital Government is entitled to default interest under the Danish Interest Act. Nets DanID A/S will send, on behalf of the Agency for Digital Government, the first and second reminders, after which any outstanding balances will be transferred to the Debt Collection Agency for the purpose of public debt collection.

The Agency for Digital Government is entitled to deny delivery of Services to the Supplier, if the latter has a substantial outstanding amount related to these Terms and Conditions for two consecutive months.

Moreover, the Agency for Digital Government is entitled to withhold any subsequent adjustments related to MitID Authentication. cf. See more details on adjustment on the Service Provider Site.

Subject to separate agreement in this respect, Nets DanID A/S will issue separate invoices to the Supplier for Authentications based on NemID made though NemLog-in.

8.3   Service Provider Fees

The Supplier sets its own prices to be paid by its Service Providers, cf., however, clause 8.4 below regarding fees and invoicing for NemLog-in Services.

8.4   Supplier invoicing of Service Providers

The Supplier must ensure transparency in the invoicing of Service Providers and for NemLog-in Services.

When the Supplier invoices public authorities and public law bodies for NemLog-in Services, the Supplier must charge the prices set out by NemLog-in pursuant to Agency for Digital Government and the Decree on Provision and Use of the MitID Solution and NemLog-in for Public Authorities and Public-Law Bodies. NemLog-in's prices must always be specified on the invoice to ensure full traceability from the invoice to NemLog-in's pricing. On the invoice, the price of NemLog-in Services not subject to fees in relation to the individual Transaction must be stated as "DKK 0".

Fees for additional Supplier services, provided either separately or in connection with NemLog-in Services must be stated separately on the invoice in such a manner that they may clearly be distinguished from NemLog-in Services.

9   The Agency for Digital Government's right to prevent misuse of the NemLog-in solution etc.

If the Supplier substantially fails to comply with the requirements set out in the Terms and Conditions or otherwise misuses the functionality of the NemLog-in solution or uses it in a way that is harmful to the security of the solution, the Agency for Digital Government has the right to revoke the Supplier's access to

receive Authentication or other Services in NemLog-in. Reasonable notice, preferably 14 calendar days, must be given of any such revocation, provided that the matter has not been terminated before such notice.

Such revocation may under extraordinary circumstances be made without notice if the trust in the integrity and security of the NemLog-in solution and the infrastructures, including MitID, used and passed on by NemLog-in has been compromised.

Subject to the same notice periods as mentioned above, the Agency for Digital Government may revoke the Supplier's right to use NemLog-in if the Supplier or its Service Provider acts in any way that has or may have a significant negative impact on the End User's perception of NemLog-in and the infrastructures used and passed on by NemLog-in.

10 Breach and remedies for breach

10.1 Remedial action

Following a complaint submitted in writing by the Supplier, the Agency for Digital Government is entitled and required to remedy any errors and defects in the Services.

10.2 Termination in general

The Supplier and the Agency for Digital Government may terminate the Agreement as described in clause 10.3 and clause 10.4, respectively. In the event of termination, the provision of Services by the Agency for Digital Government shall cease immediately.

Moreover, the Agency for Digital Government may also terminate the Agreement if the Supplier is declared bankrupt, files a petition in bankruptcy or initiates restructuring administration to the extent that the provisions of the Danish Bankruptcy Act do not prevent this.

Termination takes effect from the time when the notice is received by the Agency for Digital Government or the Supplier and applies to any Services and fees thereafter.

10.3 Termination by the Supplier

The Supplier may terminate the Agreement if the Agency for Digital Government commits material breach or repeated breaches which, when accumulated, must be considered material, and the Agency for Digital Government has not without undue delay remedied the breach(es) in question, cf. clause 10.1.

10.4 Termination by the Agency for Digital Government

The Agency for Digital Government is entitled to terminate the Agreement for non-payment, provided that the Agency for Digital Government has made no less than two written demands allowing thirty (30) days for payment and with at least thirty (30) calendar days between the demands, and the Supplier has failed to pay within the specified payment deadlines or contests the payment statement made by the Agency for Digital Government. In its demands for payment, the Agency for Digital Government must specify the non-payment and specify that the Agreement will be terminated for failure to pay.

The Agency for Digital Government is also entitled to terminate the Agreement if the Supplier has not without undue delay commenced remedying any defects found. In this connection, the Agency for Digital Government may revoke the Supplier's connection to the NemLog-in infrastructure while the remedial action is going on, cf. clause 7.4.

Lastly, the Agency for Digital Government is entitled to terminate the Agreement if the Supplier is suspended pursuant to clause 9 and the Supplier has not remedied the situation that lead to the suspension within a reasonable period.

11 Liability and limitation of liability

11.1 Liability

Unless otherwise specified in the Terms and Conditions, each Party will be liable according to the general provisions of Danish law.

The Agency for Digital Government cannot be held liable for losses arising out of the lack of Service availability. In no event are the Parties liable for operating losses, consequential damages or other indirect loss.

Any action based on incorrect Authentication as a result of errors committed by the Agency for Digital Government or errors in the MitID Solution that can be ascribed to the Agency for Digital Government's circumstances shall be considered a direct loss.

The Parties' total liability is limited to DKK 100,000 for each loss-making event, and is in any event maximised at DKK 100,000 per year. A loss-making event is considered as any matter arising from the same continued or repeated actionable matter.

11.2 Service Provider claims

Any claims from Service Provider, relating to the use of the Services are directed against the Supplier, which may then bring a claim against the Agency for Digital Government, provided and to the extent that the provisions of the Terms and Conditions are met.

The Supplier must implement the sequence of responsibility described in this clause in its terms to Service Providers. This clause does not apply to liability or claims if legislation imperatively prescribes that a Service Provider may make claims against the Agency for Digital Government.

In accordance with Annex 2, claims from Service Providers related to errors in signatures and seals from NemLog-in Digital Signature must be directed to the Agency for Digital Government.

11.3 Intent and gross negligence

The limitations of liability set out in clause 11.1 do not apply insofar as damage has been caused by either Party's intentional or grossly negligent breach of the Agreement.

12 Force majeure

Neither the Agency for Digital Government nor the Supplier shall be considered liable to the other Party in terms of matters which are outside the Party's control and which the Party does not by the Supplier's acceptance of the Terms and Conditions, should not have taken into consideration nor have avoided or overcome, including government measures, natural disasters, lightning, flooding or other substantial water damage, fire, war, riot, sabotage and cyber attacks that paralyse the central infrastructure. Strike and lockout are not considered force majeure, unless it is a general strike. In the event of force majeure, the Agency for Digital Government must as far as possible ensure that Services are provided.

Circumstances of a subcontractor are only considered force majeure if the subcontractor faces an obstacle covered by this clause and which the Agency for Digital Government or the subcontractor could not have avoided or overcome.

A Party will not be exempt from liability under this clause if the law in any event makes the Party liable for the circumstance that caused the loss, or if the force majeure situation would not have occurred if the Party had performed its obligations under this Agreement.

Force majeure may be invoked only if the Party affected by the event has given the other Party notice thereof no later than five Working Days after the occurrence of the force majeure event. The said notice must contain an assessment of the expected term of the force majeure situation.

The Party not affected by force majeure is entitled to cancel the Agreement in part or in full if the force majeure event persists for more than 100 Working Days.

13 Term and termination

The Agreement will remain in force until it is terminated. The Agreement may be terminated by either party giving 6 months' written notice.

14 Processing of personal data

The Agency for Digital Government is the controller of the personal data being processed by the NemLog-in.

Pursuant to the Danish Act on MitID and NemLog-in, the Agency for Digital Government has legal authority to disclose Authentication responses to Service Providers in connection with each login and authentication.

The Service Provider is an independent controller of personal data contained in the authentication response.

The Supplier must ensure that there is a data processing agreement between the Supplier and Service Providers regarding the processing of personal data undertaken by the Supplier as data processor on behalf of the Service Provider.

15 Intellectual property rights

15.1 Supplier's right of use

The Supplier may use the Authentication and other Services to the extent necessary in order for the Supplier to be able to provide the required services to Service Providers and ultimately End Users.

15.2 Infringement of third-party Intellectual property rights

The Agency for Digital Government warrants that the Authentication and other Services does not infringe the Intellectual property rights of others, including patents, trademarks and copyrights.

If any claims are made against the Supplier claiming that such rights have been infringed, the Supplier is required to notify the Agency for Digital Government without undue delay. The Agency for Digital Government is entitled to take over the case and any associated costs, and the Agency for Digital Government has the irrevocable authority to solve the dispute for its own expense and has the procedural freedom of choice in this connection, including in respect of what is stated in clause 19.

The Agency for Digital Government must indemnify the Supplier against any costs and any loss incurred by the Supplier in connection with an infringement of third-party Intellectual property rights when using the Services. The obligation to indemnify the Supplier under this clause is not covered by the maximum limit of liability described in clause 11.

15.3 Use of NemLog-in's and MitID's distinctive features

The Supplier and Service Providers may use NemLog-in's and MitID's distinctive features in connection with Authentication via NemLog-in and the promotion thereof. The Supplier and Service Providers have the right and duty to use distinctive features when they offer Authentication.

Guidelines for Service Providers' use of distinctive features are provided on the Service Provider Site. The Supplier is also required to follow these guidelines.

On termination of the Agreement, the Supplier is required to remove any reference to NemLog-in's and MitID's distinctive features.

16 Changes to Terms and Conditions

16.1 General

The Agency for Digital Government may change the Terms and Conditions and included policies giving three (3) months' notice.

In case of major changes, including changes that are assessed to impact the Supplier's systems, the Agency for Digital Government will strive to give six (6) months' notice.

If the Agency for Digital Government finds that changes are material for operational purposes, including security, changes may be made at shorter notice, including with effect from the time of notification. This also applies to changes that the Agency for Digital Government is required to implement to these Terms and Conditions and as a result of an agreement with the MitID supplier on the provision of Services related to MitID,

The Supplier will be notified of changes to Terms and Conditions and relevant policies, after which they will take effect after expiry of the notice.

The notice will sent by email to the addresses specified in the Administration Module.

16.2 Changes to Services or functionality

Any addition of new Services or functionalities that do not impact the current operational circumstances of the Supplier may be made without notice.

The Agency for Digital Government may on an ongoing basis and without notice change the range of supported authenticators in NemLog-in, including as a result of decisions made by connected identity providers.

16.3 Special circumstances concerning signature solutions

Signature service based on OCES certificates by means of NemID (NemID Signature Service) is expected to be discontinued during 2023. The Agency for Digital Government may discontinue this service, giving one month's notice until 30 June 2023 and thereafter without notice.

17 Annexes and precedence

The annexes accompanying the Terms and Conditions and accompanying annexes and the wording on the Service Provider Site form an integral part of the overall agreement. In the event of any discrepancies between the Terms and Conditions and/or the annexes/the Service Provider Site, the following order of priority shall apply:

(i) Terms and conditions (without annex)

(ii) Annex 1 (Definitions)

(iii) Annex 2 (Terms and conditions for Service Provider use of NemLog-in Services)

(iv) Requirements and service descriptions on the Service Provider Site.

18 Duty of confidentiality

The parties shall observe customary non-disclosure on confidential matters of the other Party. The parties must particularly ensure confidentiality about personal data, technical integrations and security-related issues.

The rules for employees in public administration apply to the staff of the Agency for Digital Government. Consultants and others providing assistance to the Agency for Digital Government will be required to observe a similar duty of confidentiality.

The confidentiality obligation also applies after termination of the Agency for Digital Government's provision of Services, regardless of whether this is due to termination, termination or where the termination of Services is due to other circumstances.

19 Governing law and disputes

19.1 Governing law

Any matters subject to these Terms and Conditions and their interpretation must be settled according to Danish law.

19.2 Disputes and Arbitration

In the event that any disputes should arise between the Parties, the Parties must first endeavour to solve such dispute by mutual and loyal settlement negotiations.

Any disputes and disagreements directly or indirectly arising out of these Terms and Conditions or interpretation thereof must be settled with final and binding effect by arbitration in accordance with the Rules of Procedure of the Danish Institute of Arbitration and according to Danish law. The place of arbitration is Copenhagen.

Each Party appoints an arbitrator while the umpire of the arbitration tribunal is appointed by the Institute, provided that the arbitrators appointed by the Parties fail to agree on an umpire within 14 calendar days after their appointment.

In the event that a Party has not appointed its arbitrator within 30 calendar days after having given or received notification of a request for arbitration, such arbitrator will be appointed by the Institute in accordance with the above provision.

However, this clause 19.2 shall not prevent the Parties from bringing cases regarding breaches of these Terms and Conditions before courts of law with a view to taking preliminary legal action.