

NEA e-Address Exchange Agreement

Parties

Part A	Part B
Company no.	Company no.
Unit	Unit
Postal address	Postal address
Contact person	Contact person
Telephone number	Telephone number
e-mail address	e-mail address

1. Purpose

The purpose of this Agreement is to govern the conditions between the Parties for exchange of registries containing information about customers. The registries may be used for look-up of business partners and for the purpose of routing of traffic.

Sending Operator is the operator that sends a registry and Receiving Operator is the operator that receive a registry. As registries are exchanged between the Parties both Parties have both of these rolls.

The conditions for interconnection and transfer of business documents is not affected by this Agreement.

The relationship of the Parties to senders and recipients of the traffic is governed by agreements between them and is not affected by this Agreement.

2. Appendices

Appendix 1. Means of communication and contact information.

Appendix 2. Technical specification.

The appendices can be updated separately from the Agreement.

3. The registry

Frequency and method of communication for the exchange of the registries between the Parties is regulated in Appendix 1.

When exchanging registry the Sending Operator always sends the entire registry they want to share with the Receiving Operator.

The Receiving Operator is obligated to replace the entire content from the previous exchanged registry with the latest one that they have received from the Sending Operator.

The format and content of the registry is described in Appendix 2.

4. Responsibilities Sending Operator

The Sending Operator will send registries according to the agreed time intervals specified in Appendix 1.

It is the Sending Operators responsibility to assure that the necessary agreements have been made with its customers about the data presented in the registry.

It is the Sending Operator choice which parties they choose to present in the registry.

The registry contains both mandatory and optional fields. The Sending Operator is only obligated to provide information in the mandatory fields.

The Sending operator should inform the Receiving Operator if major changes are made in the update files.

The Sending operator is responsible for that the entire file is transferred to the Receiving Operator at the time of transmission.

5. Responsibilities Receiving Operator

The Receiving Operator are obligated to update internal registry as soon as possible, but at the latest by the time specified in Appendix 1 after receiving a file from the Sending Operator.

The Receiving Operator may choose the information they wish to use. The Receiving Operator cannot be forced to specific use of the information in the registry.

The Receiving Operator is allowed to store the information in their own registry, but in such a way that the information is possible to connect to the Sending Operator for future handling or deletion of information.

The Receiving Operator has the right to use registries to look up information about trading partners internally. The Receiving Operator will also have the possibility to offer its customers the rights to look up the corresponding information in web solutions. The solution to the customer shall in such cases be protected with a password. The look up for matching against the registry must be based on a matter of specific trading partner or list of trading partners. Complete lists of trading partners based on the information in the registry shall not be presented nor distributed.

The Receiving Operator shall not pass registries or information from the registries to a third party other than as stated above.

The Receiving Operator may use the registry for the routing of EDI traffic.

The Receiving Operator may not use the information in the registry in order to acquire the customers of the Sending Operator.

6. Personal data

The Parties undertake to process any personal data in the registry in accordance with the laws of the country or countries that they operate within.

7. Force majeure

Where a party is prevented, in whole or in part, from performing its obligations under this Agreement as a consequence of circumstances beyond its control which the party could not reasonably have foreseen upon entry into the Agreement and the consequences of which the party could not reasonably have avoided or overcome, or where a party's subcontractor is prevented from making delivery due to such circumstance, the aforesaid shall constitute *force majeure* and grounds for release from liquidated damages and other sanctions for breach of contract. Where a party is prevented from performing obligations under the Agreement due to a circumstance as stated in this section, the party shall take all commercially appropriate measures to perform the Agreement, including assistance

from third parties, or take measures in order to circumvent the circumstance which is hindering performance.

A party that wishes to invoke a circumstance as stated in this section shall notify the other party thereof in writing without delay. A party shall also notify the other party in writing as soon as the circumstance which prevented performance of the Agreement no longer subsists.

Where a party's performance of the Agreement is prevented, in whole or in part, for more than seven days due to a circumstance as stated above, the other party shall be entitled, itself or through a third party, to perform the Services affected by *Force Majeure* for such time as the party is prevented from delivering the Service. During such time, the supplier shall not be entitled to compensation for the Services covered by *Force Majeure*.

Where the performance of the Agreement is prevented, in whole or in part, for more than fifteen days due to a circumstance as stated in this section, the other party shall be entitled to terminate the Agreement with immediate effect, in whole or in part, through written notice.

8. Breach of contract

A party shall be in breach of contract where it fails to perform its obligations under this Agreement.

A party shall notify the other party immediately when a breach of contract has arisen or will arise.

A party which is in breach of contract shall be obligated to rectify the breach as soon as possible. Both parties are obliged to do what is possible in order to mitigate the consequences of breach of contract.

9. Liability and limitation of liability

Where a party is in breach of contract pursuant to section 8 and such breach cannot be deemed minor, the other party shall be entitled to demand rectification. Where rectification does not take place within seven days, the other party shall be entitled to terminate this Agreement subject to fifteen days' notice.

The non-breaching party shall not, however, be entitled to bring any financial claims against the party in breach unless the breach of contract has been committed intentionally or through gross negligence.

10. Termination

This Agreement shall apply indefinitely subject to three months' notice of termination by either party.

The parties have the right to keep the latest updated registry in their own systems after the termination of the agreement. The sending Operator is no longer responsible for the information in the registry after termination and the Receiving Operator use the information with the knowledge that it can be inaccurate.

11. Assignment

A party may assign this Agreement, in whole or in part, to a company or other legal entity in which the party directly or indirectly exercises a controlling influence. In such case, the party shall bear primary liability for the due performance of the Agreement.

12. Disputes and choice of law

Disputes relating to this Agreement shall initially be resolved through negotiations between the parties. Where such negotiations fail to result in resolution of the dispute, the dispute shall be conclusively determined through mediation in accordance with the Rules of the Mediation Institute of the Stockholm Chamber of Commerce, unless either of the parties is opposed thereto.

Where either party is opposed to mediation or where the mediation is discontinued, the dispute shall, in the alternative, be determined through arbitration pursuant to the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. Mediation or arbitration shall take place in Stockholm and be conducted in the Swedish language.

Information arising in connection with mediation/arbitration shall be deemed to constitute confidential information.

This Agreement shall be governed by Swedish law, with the exception of its choice of law rules.

13. Amendments and supplements

The parties shall inform each other of any changes of an organisational or other nature.

This agreement has been prepared in two original counterparts, of which the parties have each received one.

This agreement has been signed by authorised representatives of the parties.

Place and date

Place and date

Appendix 1

Means of communication

Communication between the parties shall take place in the following manner:

Communication protocol:

Time interval:

Maximum time for update of registry (Recommendation maximum 5 days)

Message type(s) in registry:

Operator ID Part A

Operator ID Part B

Contact persons

Market/Business manager

Part A

Contact person

Telephone
number

e-mail address

Part B

Contact person

Telephone
number

e-mail address

Technical establishment

Contact person

Telephone
number

e-mail address

Contact person

Telephone
number

e-mail address

Helpdesk/Customer service

Contact person

Telephone
number

e-mail address

Open hours

Contact person

Telephone
number

e-mail address

Open hours

Appendix 2

This appendix describes the information that can be exchanged between two operators. The file that is used for the exchange is a XML-file based on the message-format “eAddress”, used by service providers in Finland.

The mapping of the information to the eAddress-message is described per information field.

It is also defined if the information field is optional or mandatory.

- **Operator** (mandatory)
 - Code or name for the sending operator.
 - Mapping: Batch/Organization/ eAddress/ServiceId
- **Organization-number** (for the party) (mandatory)
 - Shall be sent without any delimiter character or space.
 - Mapping: Batch/Organization/Identifier (TYPE= "BUSINESSID")
- **Name of the organization** (optional)
 - Official name of the organization (to which the actual party belongs)
 - Mapping: Batch/Organization/Name
- **Country Code** (mandatory) *
 - Two characters code according to ISO 3166-1 alpha-2.
 - Mapping: Batch/Organization/CountryCode
- **Electronic address** for routing of messages (mandatory) **
 - Shall be sent without any identifier/qualifier
 - Mapping: Batch/Organization/eAddress/ID
- **Id Type for the electronic address** (optional)
 - Define the type of electronic address (GLN, DUNS...)
 - Mapping: Batch/Organization/eAddress/IDType (Attribut)
- **Name of the party connected to the electronic address** (mandatory)
 - As complete as possible. Shall be used for search for trading partners.
 - Mapping: Batch/Organization/eAddress/Name
 -
- **Direction** (optional)
 - Define if this eAddress is used for sending or receiving electronic documents.
 - Mapping: Batch/Organization/eAddress/Direction (Attribut)
 - Allowed values: SEND or RECEIVE
- **Document Type** (mandatory) *
 - Defines which document type this eAddress is used for
 - Mapping: Batch/Organization/eAddress/Context (Attribut)
 - Allowed value: EINVOICE
- **Contact Information** (optional)
 - Contact information to the party that the eAddress belongs to.
 - Mapping: Batch/Organization/Contacts/Name
 - Mapping: Batch/Organization/Contacts/Phone
 - Mapping: Batch/Organization/Contacts/Email

- **Permission to send** (optional)
 - Defines if the recipient is willing to start receiving without separate prior agreement
 - Mapping: Batch/Organization/eAddress/PermissionToSend
 - If the element is missing or the value is “true”: No prior agreement required.
 - If the element has the value “false”: Prior agreement required.

- **Require test-document** (optional)
 - Indicates if the receiver require test-document
 - Mapping: Batch/Organization/eAddress/SpecialRequirements (value=true)
 - Mapping: Batch/Organization/eAddress/Comment (describe that test document is required)

- **Receiver performs content validation** (optional)
 - Mapping: Batch/Organization/eAddress/SpecialRequirements (value=true)
 - Mapping: Batch/Organization/eAddress/Comment (describe rules and logic)

- **Support attachments** (optional)
 - Indicates that the party (as sender or receiver) supports attachments
 - Mapping: Batch/Organization/eAddress/SupportAttachment
 - Allowed value: “true” or “false”
 - If element is not present the default interpretation is that the party supports attachments.

- **Additional information** (optional)
 - Used for other useful information. For example BG- och PG-number
 - Mapping: Batch/Organization/eAddress/Comment

- **VAT-number**
 - VAT-number for the party.
 - Mapping: Batch/Organization/Identifier (TYPE= "VATID")

Notes:

* NOT mandatory in the original XML-scheme

** The XML-element eAddress can only occur once per Organization