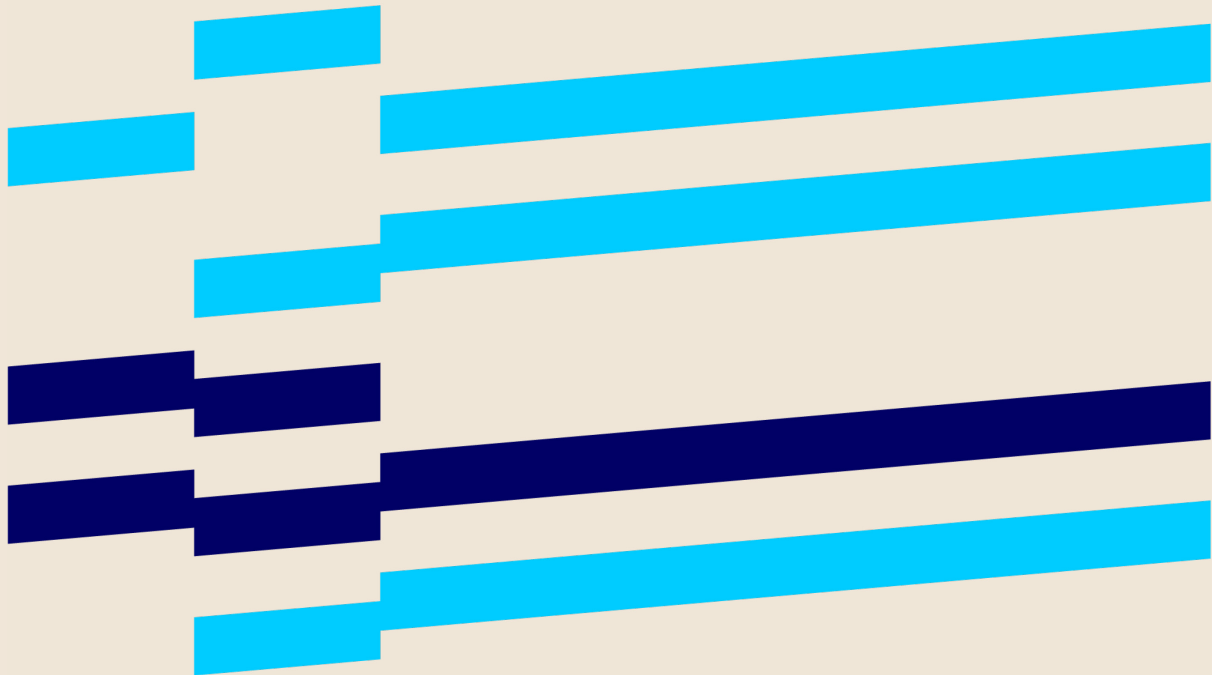


Operational Services Agreement

Agreement governing the purchase of operational services

The Norwegian Government's Standard Terms and
Conditions for IT Procurement
SSA-D



Agreement governing the purchase of operational services

An agreement governing
[designation of the procurement]

has been concluded between:

[Write here]

(hereafter referred to as the Contractor)

and

[Write here]

(hereafter referred to as the Customer)

Place and date:

[Write place and date here]

[The Customer's name here]

[The Contractor's name here]

Signature of the Customer

Signature of the Contractor

The Agreement is signed in two copies; one for each party.

Duration (starting from the actual commencement date for ordinary operations): [X] years

Unless otherwise is specified in Appendix 6, the commencement date shall be deemed to be:

Agreed commencement date: [date]

Actual commencement date: [date]

Communications

Unless otherwise specified in Appendix 6, all communications concerning the Agreement shall be directed to:

On behalf of the Customer:

Name:

Position:

Telephone:

Email:

On behalf of the Contractor:

Name:

Position:

Telephone:

Email:

Contents

1. GENERAL PROVISIONS	6
1.1 SCOPE OF THE AGREEMENT	6
1.2 APPENDICES TO THE AGREEMENT	6
1.3 INTERPRETATION – RANKING.....	7
1.4 PHASES OF THE AGREEMENT	7
2. IMPLEMENTATION OF THE OPERATIONAL SERVICES.....	8
2.1 ESTABLISHMENT OF THE OPERATIONAL SERVICES	8
2.1.1 <i>Activities and partial deliveries in the establishment phase</i>	8
2.1.2 <i>Planning of the establishment phase</i>	9
2.1.3 <i>Implementation of the establishment phase</i>	11
2.1.4 <i>Testing prior to the commencement date</i>	11
2.1.5 <i>Start-up period and commencement date</i>	12
2.1.6 <i>Approval period</i>	12
2.2 REGULAR OPERATIONS FOLLOWING APPROVAL.....	14
2.2.1 <i>Service level requirements</i>	14
2.2.2 <i>Undesirable incidents</i>	14
2.2.3 <i>Changes in the operating environment initiated by the Contractor</i>	15
2.2.4 <i>Ordering of supplementary services</i>	15
2.2.5 <i>Reporting</i>	15
2.2.6 <i>Documentation</i>	15
2.2.7 <i>Plans and exercises for emergencies and disasters</i>	15
2.2.8 <i>Audits</i>	16
2.2.9 <i>New versions of software</i>	17
2.2.10 <i>Life cycle management - contemporariness</i>	17
3. CHANGES TO THE OPERATIONAL SERVICES SUBSEQUENT TO CONCLUSION OF THE AGREEMENT.....	18
3.1 RIGHT TO CHANGE THE CONTENTS OF THE AGREEMENT (SERVICE CHANGE).....	18
3.2 CHANGE ESTIMATE.....	19
3.3 CHANGE ORDERS	20
3.4 DOCUMENTATION OF THE CHANGE.....	20
3.5 CONSEQUENCES OF CHANGE ORDERS	20
3.6 DISPUTE CONCERNING THE CONSEQUENCES OF A CHANGE	21
3.7 DISAGREEMENT AS TO WHETHER THERE IS A CHANGE	21
3.8 DISPUTED CHANGE ORDER.....	22
3.9 DISPUTE RESOLUTION – DISPUTED CHANGE ORDER	22
4. DURATION AND TERMINATION WITHOUT CAUSE – DISCHARGE OR ASSIGNMENT OF THE AGREEMENT	23
4.1 DURATION	23
4.2 CANCELLATION DURING THE ESTABLISHMENT PHASE	23
4.3 CANCELLATION DURING REGULAR OPERATIONS.....	23
4.4 DISCHARGE OF THE AGREEMENT.....	24
4.5 TEMPORARY EXTENSION OF THE AGREEMENT.....	26
5. THE DUTIES OF THE CONTRACTOR	26
5.1 THE RESPONSIBILITY OF THE CONTRACTOR FOR ITS PERFORMANCE.....	26
5.2 REQUIREMENTS AS TO THE RESOURCES AND EXPERTISE OF THE CONTRACTOR	27
5.3 DISCLOSURE AND NOTIFICATION OBLIGATION.....	27
5.4 ACCESS TO INFORMATION	27
5.5 USE OF SUBCONTRACTORS	28
5.6 COOPERATION WITH THIRD PARTIES	28
5.7 WAGES AND WORKING CONDITIONS	28

6.	THE DUTIES OF THE CUSTOMER.....	29
6.1	EXPERTISE.....	29
6.2	FACILITATION, ETC.....	29
6.3	USE OF A THIRD PARTY.....	30
7.	DUTIES OF THE CUSTOMER AND THE CONTRACTOR.....	30
7.1	MEETINGS.....	30
7.2	RESPONSIBILITY FOR SUBCONTRACTORS AND THIRD PARTIES.....	30
7.3	CONFIDENTIALITY OBLIGATION.....	30
7.4	FORM OF COMMUNICATION - IN WRITING.....	31
8.	CONSIDERATION AND PAYMENT TERMS.....	31
8.1	CONSIDERATION.....	31
8.2	INVOICING.....	32
8.3	LATE PAYMENT INTEREST.....	32
8.4	PAYMENT DEFAULT.....	32
8.5	PRICE ADJUSTMENTS.....	32
8.6	GUARANTEES.....	33
9.	EXTERNAL LEGAL REQUIREMENTS, SECURITY AND DATA PROTECTION.....	33
9.1	GENERAL EXTERNAL LEGAL REQUIREMENTS AND MEASURES.....	33
9.2	INFORMATION SECURITY.....	34
9.3	PERSONAL DATA.....	35
10.	RIGHT OF OWNERSHIP AND RIGHT OF DISPOSAL.....	36
10.1	THE RIGHTS OF THE PARTIES.....	36
10.2	ATTENDANT RESPONSIBILITIES.....	36
10.3	RIGHT OF OWNERSHIP OF DATA.....	37
11.	BREACH OF CONTRACT ON THE PART OF THE CONTRACTOR.....	37
11.1	WHAT IS DEEMED TO CONSTITUTE BREACH OF CONTRACT.....	37
11.2	NOTIFICATION OBLIGATION.....	37
11.3	EXTENSIONS OF DEADLINES.....	38
11.4	CURE.....	38
11.5	REMEDIES FOR BREACH OF CONTRACT.....	38
11.5.1	<i>Withheld payment.....</i>	<i>38</i>
11.5.2	<i>Liquidated damages in the case of delay.....</i>	<i>38</i>
11.5.3	<i>Financial compensation for failure to achieve the agreed service level.....</i>	<i>39</i>
11.5.4	<i>Termination for breach.....</i>	<i>40</i>
11.5.5	<i>Damages.....</i>	<i>40</i>
11.5.6	<i>Limitation of damages.....</i>	<i>40</i>
11.6	RECONSTRUCTION OF DATA.....	41
12.	BREACH OF CONTRACT ON THE PART OF THE CUSTOMER.....	42
12.1	WHAT IS DEEMED TO CONSTITUTE BREACH OF CONTRACT.....	42
12.2	NOTIFICATION OBLIGATION.....	42
12.3	CURTAILMENT OF THE RIGHT OF RETENTION ON THE PART OF THE CONTRACTOR.....	42
12.4	TERMINATION FOR BREACH.....	42
12.5	DAMAGES.....	43
13.	INFRINGEMENT OF THE INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES (DEFECT IN TITLE).....	43
13.1	THE RISKS AND RESPONSIBILITIES OF THE PARTIES IN RELATION TO DEFECTS IN TITLE.....	43
13.2	THIRD-PARTY CLAIMS.....	43
13.3	TERMINATION FOR BREACH.....	43
13.4	INDEMNIFICATION OF LOSS RESULTING FROM A DEFECT IN TITLE.....	44
14.	SETTLEMENT UPON TERMINATION FOR BREACH.....	44

15. OTHER PROVISIONS	44
15.1 RISK	44
15.2 INSURANCE POLICIES	45
15.3 ASSIGNMENT OF RIGHTS AND OBLIGATIONS	45
15.4 BANKRUPTCY, COMPOSITION WITH CREDITORS, ETC.	46
15.5 FORCE MAJEURE.....	46
16. DISPUTES	46
16.1 GOVERNING LAW.....	46
16.2 NEGOTIATIONS	46
16.3 INDEPENDENT EXPERT	47
16.4 MEDIATION	47
16.5 JOINT RULES FOR INDEPENDENT EXPERT AND MEDIATION	47
16.6 LITIGATION OR ARBITRATION.....	48

1. GENERAL PROVISIONS

1.1 SCOPE OF THE AGREEMENT

The Agreement governs the provision of services relating to the operation of IT solutions as specified in more detail in the Appendices ("operational services").

The Customer has, based on its purposes and needs, specified its requirements in Appendix 1 (Customer requirements specification). In Appendix 3, the Customer has described the software comprised of the operational services under the Agreement (whichever shall be operated). If the Contractor shall take over the operation of any of the Customer's equipment, this shall be specifically stated. Appendix 3 may also include a description of the general architecture and system landscape within which the operational services shall be performed and function.

The Contractor has described its solution, based on the Customer requirements specification, in Appendix 2 (Contractor solution specification). If the Contractor is of the view that there are obvious errors, defects or ambiguities in the Customer requirements specification, the Contractor shall point this out in Appendix 2.

The scope and delivery of the operational services are described in more detail in the Appendices included as part of the Agreement.

The "Agreement" means this general contractual wording, including Appendices.

1.2 APPENDICES TO THE AGREEMENT

All rows shall be ticked (Yes or No):	Yes	No
Appendix 1: Customer requirements specification		
Appendix 2: Contractor solution specification		
Appendix 3: Description of what is to be operated		
Appendix 4: Project and progress plan for the establishment phase		
Appendix 5: Service level with standardised compensations		
Appendix 6: Administrative provisions		
Appendix 7: Total price and pricing provisions		
Appendix 8: Changes to the general contractual wording		
Appendix 9: Changes subsequent to the conclusion of the Agreement		
Appendix 10: Standard terms and conditions for third-party deliveries		

Other Appendices:		

1.3 INTERPRETATION – RANKING

Changes to the general contractual wording shall be set out in Appendix 8, unless the general contractual wording refers such changes to a different Appendix. The following principles of interpretation shall apply in the case of conflict:

1. The general contractual wording shall prevail over the Appendices.
2. Appendix 1 shall prevail over the other Appendices.
3. To the extent that the clause or clauses that have been changed, replaced or supplemented, are clearly and unequivocally specified, the following principles of precedence shall apply:
 - a) Appendix 2 shall prevail over Appendix 1.
 - b) Appendix 8 shall prevail over the general contractual wording.
 - c) If the general contractual wording refers to changes to any other Appendix than Appendix 8, such changes shall prevail over the general contractual wording.
 - d) Appendix 9 shall prevail over the other Appendices.
4. In the case of the third-party deliveries described in Appendix 10, the Contractor's liability shall be limited to following up the third-party delivery as set out in clause 5.1, last paragraph.

1.4 PHASES OF THE AGREEMENT

The Agreement consists of three phases: the establishment phase (clause 2.1), ordinary operations (clause 2.2) and the discharge phase (chapter 4).

2. IMPLEMENTATION OF THE OPERATIONAL SERVICES

2.1 ESTABLISHMENT OF THE OPERATIONAL SERVICES

2.1.1 Activities and partial deliveries in the establishment phase

2.1.1.1 Activities

The establishment phase comprises the following components:

- a) Planning (2.1.2)
- b) Implementation (2.1.3)
- c) Testing prior to commencement date (2.1.4)
- d) Start-up period and commencement date (2.1.5)
- e) Approval period (2.1.6)

The establishment phase is followed by ordinary operations (2.2).

The following documents shall be produced in the establishment phase:

- a) Project plan (2.1.2.1)
- b) Detailed plan for the establishment phase (2.1.2.2)
- c) Testing plans (2.1.2.3)
- d) Cooperation plan and operating specification (2.1.2.4)
- e) Change log (2.2.3)
- f) Activity and follow-up plan for the approval period (2.1.6.5)

2.1.1.2 Partial deliveries

The process of establishing the operational services may be split into partial deliveries. If the Agreement includes partial deliveries, these shall be described in detail in Appendix 4.

The Customer may start using the partial deliveries together or on an ongoing basis as they are established. If the Customer starts using two or more partial deliveries together, a joint test shall be conducted prior to the commencement date and approval period for the partial deliveries, unless otherwise is stipulated in Appendix 4.

If the partial deliveries are commissioned on an ongoing basis as they are established, the test prior to the commencement date and approval period for each new partial delivery shall check that partial deliveries that are already in use continue to function in accordance with the agreed requirements. In addition, during the approval period for the final partial delivery, checks shall be made to ensure that the overall performance, capacity and stability of the operational services comply with the agreed requirements.

Unless otherwise is stipulated in Appendix 4, the approval period shall be one (1) month for each partial delivery and two (2) months in connection with the final partial delivery, cf. clause 2.1.6.1. If one or more partial deliveries shall be exempt from the combined testing, this shall be stipulated in Appendix 4.

2.1.2 Planning of the establishment phase

2.1.2.1 Project plan

The Contractor shall, in consultation with the Customer, prepare a project plan for the work on establishing the operational services. The project plan shall describe the main activities, roles and responsibilities, as well as the progress plan with milestones that shall build on the overall progress plan in Appendix 4, including whether or not the Agreement includes partial deliveries.

2.1.2.2 Detailed plan for the establishment phase

The Contractor shall prepare a detailed progress plan for the establishment phase, called the "detailed plan for the establishment phase". The Customer shall contribute the information and expertise necessary to enable the Contractor to prepare the plan. Furthermore, the Customer shall facilitate access for the Contractor to any information required by the Contractor from any third parties. If the Agreement includes partial deliveries, a detailed plan shall be prepared with each partial delivery.

The detailed plan for the establishment phase shall describe the scope of the Customer's participation. Those parts of the plan that concern the Customer's participation shall be approved by the Customer. Such approval shall not release the Contractor from any responsibilities. The Customer may not refuse to approve the detailed plan without reasonable ground, for example, the detailed plan does not comply with the requirements in Appendices 1 and 2, does not conform with the project plan, or would have negative consequences of material importance for the Customer.

2.1.2.3 Test plans

The Contractor shall, within the deadlines set out in Appendix 4, prepare a plan for testing the operational services prior to the commencement date, cf. clause 2.1.4. The plan shall describe the tests that shall be conducted and how they shall be conducted, as well as the acceptance criteria for each test. The Customer shall, at the request of the Contractor, participate in preparing the test plan. The Customer may, in Appendix 4, stipulate requirements for the acceptance criteria and the framework for the test plan otherwise, including whether or not the Customer wishes to participate in preparing the test plan. The Customer's participation in the work does not reduce the responsibility of the Contractor to ensure the progress of the process and prepare the test plan.

Unless otherwise is stipulated in Appendix 4, the Contractor's proposed test plan shall be submitted to the Customer for its approval no later than four (4) weeks prior to the planned commencement of the testing. If the Customer has any

objections concerning the test plan, the Customer shall notify the Contractor of these no later than seven (7) working days after the Customer has received the test plan. The notification shall be in writing and describe what must be rectified. The Contractor shall rectify the test plan and resubmit it to the Contractor by no later than seven (7) working days after the Contractor has received the notification from the Customer.

If the Agreement includes partial deliveries, the plan shall, to the extent it is relevant as part of the testing of each partial delivery, stipulate how the Contractor shall check that the partial deliveries that have already been commissioned continue to function as agreed. Insofar as it is possible, the testing should also incorporate an overall test of the performance, capacity and stability of all of the previously established components of the operational services.

2.1.2.4 Cooperation plan and operating specification

The Contractor shall prepare or make available a cooperation plan and operating specification prior to the commencement of the approval period.

The cooperation plan shall be finalised in consultation with the Customer. The cooperation plan shall contain the routines and procedures necessary for the cooperation between the Customer and the Contractor, including procedures for change handling and procedures for handling undesirable incidents, and shall be based on the cooperation requirements set out by the Customer in Appendices 5 and 6.

The operating specification shall describe the operational services that have been delivered and shall be updated on an ongoing basis after changes are made to the operational services (cf. 2.2.3). The level of detail shall be commensurate with the type of operational services and may be specified in more detail in Appendix 6.

2.1.2.5 Activity and follow-up plan for the approval period

The Contractor shall assist the Customer with preparing an activity and follow-up plan for the approval period as stipulated in clause 2.1.1, paragraph three, letter f), and clause 2.1.6.5. The plan shall be finalised prior to the commencement of the approval period.

2.1.2.6 Takeover of the Customer's infrastructure by the Contractor – verification, etc.

If the Contractor shall take over parts or all of the Customer's current software, equipment and infrastructure (assets), the Contractor shall have the right to examine whether or not the Customer's assets match the information provided by the Customer prior to the conclusion of the Agreement and the assumptions set out in Appendix 2 on which the Contractor has based its offer. The content, scope and date of the inspection shall be described in Appendix 4.

If, based on an objective assessment, the inspection shows that the information provided by the Customer is incorrect, or that the assumptions that are set out in

Appendix 2 and on which the Contractor has based its offer do not match, the Contractor can request the issue of a change order. The change order may concern changes to the required level of service, paying additional costs, or such upgrading of the infrastructure as is necessary to enable the attainment of the agreed service level.

2.1.3 Implementation of the establishment phase

2.1.3.1 Implementation on the part of the Contractor

The Contractor shall implement the establishment of the operational services pursuant to the detailed plan (cf. 2.1.2.2).

2.1.3.2 Facilitation on the part of the Customer

The Customer shall facilitate access for the Contractor to the necessary information and expertise in the possession of the Customer itself, current providers of operational services, and the Customer's other contractual partners in connection with the establishment of the operational services. Further requirements concerning the participation of the Customer, including the necessary information from third parties, may be described in Appendix 6.

2.1.4 Testing prior to the commencement date

When the operational services have, or a partial delivery has, been established and these are ready for commissioning, the parties shall conduct the tests set out in the test plan in order to verify that the operational services are ready for use by the Customer.

The Contractor shall produce a test report and make the report available to the Customer. Unless otherwise is stipulated in the test plan, the Customer shall, within ten (10) working days, consider the report and notify the Contractor in writing whether the test is approved or rejected. If no such notification is provided within the set number of days, the test shall be regarded as approved. If the Customer rejects the test, the Customer shall state the reasons for this with a reference to the requirements in the Agreement that have not been satisfied. Unless other approval criteria are agreed in the test plan, the following shall apply: The Customer may not refuse to approve the test because of factors that are of no significance in respect of the Customer's ability to start using the operational services.

If the test is rejected, the Contractor shall rectify the factors that caused the test to be rejected. Once the factors have been rectified, the affected components of the test shall be carried out again such that one can verify that the relevant service component functions as a whole. A report shall be produced for the new test.

If the test cannot be approved because of factors for which, under the Agreement, the Customer is responsible, the Contractor shall have the right to consideration for the additional work caused for the Contractor as the result of circumstances related to the Customer. The Contractor shall initiate reasonable measures to avoid

postponement of the commencement day. The Contractor shall have the right to consideration for such acceleration measures. The consideration shall be calculated based on the Agreement's ordinary prices for additional services.

2.1.5 Start-up period and commencement date

After the operational services have been tested and approved, there shall be a start-up period during which the operational services shall be readied for ordinary use by the Customer. The scope and order of the activities during the start-up period shall be described in the detailed plan for the establishment phase. The Contractor shall give written notice to the Customer when the operational services are ready for more detailed checks by the Customer during an approval period, cf. clause 2.1.6. The day after the message has been sent shall be called the commencement date and the Customer may start using the operational services for its ordinary activities. Partial deliveries that are commissioned on an ongoing basis as they are fully established each have their own commencement date. If the Agreement includes partial deliveries that the Customer shall start using together, the commencement date shall first occur when the last relevant partial delivery is ready for its approval period.

2.1.6 Approval period

2.1.6.1 Duration

A two (2) month approval period commences on the start-up date, unless a different duration has been agreed in Appendix 4.

If the start-up date is delayed as the result of circumstances related to the Customer, the approval period shall nevertheless commence on the agreed date, unless the Customer demands changes to the progress plan pursuant to chapter 3.

2.1.6.2 The purpose of, and the requirements applicable to, the approval period

The goal of the approval period is to check that the operational services function in accordance with the Agreement in ordinary operations, and to ensure that the operating specification and cooperation plan function and conform with what has been agreed.

The cooperation plan and operating specification shall be updated during the approval period.

2.1.6.3 The Customer's examinations

The Customer shall, during the approval period, check that the operational services are in conformity with what has been agreed. The checks carried out by the Customer during the approval period shall (as a minimum) be performed on the basis of the ordinary, daily operational and other duties. The activities and follow-up plan for the approval period shall contain a detailed specification of the content of the approval period with a specific statement of the examinations that the

Customer shall, as a minimum, conduct and the approval criteria for the approval period.

2.1.6.4 Error handling

During the approval period the Customer shall, on an ongoing basis and without undue delay, report any errors to the Contractor in writing, which shall include a description of the errors, in accordance with the cooperation plan.

The Contractor shall rectify the errors as quickly as possible. Errors shall be rectified in their order of priority. Unless otherwise agreed in Appendix 4, any errors shall be rectified, at the latest, by the end of the approval period.

If errors or deviations occur during the approval period for the operational services and these prevent the Customer's examination of the operational services, the Customer shall have the right to extend the approval period by a period of time equal to the duration of the error or deviation.

2.1.6.5 Approval - delivery date

The Customer shall, prior to the end of the approval period, give the Contractor written notice as to the outcome of the checks, and confirming whether or not the operational services are deemed to be in conformity with the agreed and, consequently, whether or not they can be approved. If such notice has not been sent by the end of the approval period, the operational services shall nevertheless be deemed to be approved (through laches).

The Customer may not refuse to approve the operational services on the basis of matters that are immaterial for purposes of the Customer's use of the operational services. The approval criteria for the approval period shall be specified in detail in the activities and follow-up plan for the approval period.

Unless other approval criteria are agreed in the activities and follow-up plan for the approval period, the following shall apply: The Customer shall have the right to reject the approval period if, during the final five (5) working days of the approval period, one or more critical incidents exist or have occurred, or if three or more serious incidents have occurred (see the classification of undesirable incidents in clause 2.2). If the Customer rejects the approval period, the approval period shall be extended until the terms and conditions for approval have been met.

If, at the end of the approval period, the operational services have errors and deviations that would entitle the Customer to reject the approval period, the Customer may nevertheless choose to approve it with reservations. If the Customer chooses to approve the operational services with reservations and references to the agreed rectification plan, and the rectification plan is not complied with in respect of the errors that prevent approval, the remedies shall apply as if the approval period was extended (delay).

The first working day after the operational services are, or are deemed to be, approved, is referred to as the delivery date.

Errors that occur after the expiry of the approval period shall be handled as undesirable incidents pursuant to the procedures in clause 2.2.2.

2.2 REGULAR OPERATIONS FOLLOWING APPROVAL

2.2.1 Service level requirements

The Contractor is responsible for ensuring that the operational services conform with the service level requirements set out in Appendix 5. For services where no explicit service level have been set, the service level shall correspond to what may be expected from a common good corresponding service in the market.

The Contractor is not responsible for the inadequate performance of the service level if this is caused by 1) errors or stoppages in the Customer's applications, or 2) if they are caused by errors in standard software that is licensed from a third party that the Contractor depends on to deliver the operational services, assuming that the Contractor can document that it has taken reasonable precautions.

2.2.2 Undesirable incidents

Undesirable incidents shall be handled within the deadlines set out in Appendix 5. If the agreed deadlines are not complied with, the Customer may demand standardised compensation as stipulated in Appendix 5.

Procedures for reporting undesirable incidents to the Contractor shall be set out in the cooperation plan, cf. clause 2.1.2.4.

The Customer shall classify errors and deviations as specified in the cooperation plan, and report any undesirable incidents to the Contractor without undue delay. The report shall be submitted in the manner specified in the cooperation plan.

Unless Appendix 5 specifies otherwise, the following error definitions shall apply:

Level	Category	Description
A	Critical	All or material parts of the operational services are unavailable.
B	Serious	Certain critical functions do not work, or work with response times that are material inferior to the agreed.
C	Less serious	Non-critical functions do not work, longer response time than agreed.

If the Contractor can document, in retrospect, that the Customer's classification was incorrect, and the erroneous classification has imposed costs on the Contractor, the

Customer shall cover the direct documentable and necessary costs of the Contractor in relation to the erroneous classification.

2.2.3 Changes in the operating environment initiated by the Contractor

In this clause, changes are defined as all types of changes related to the operational services that are implemented at the initiative of the Contractor.

The Contractor shall inform the Customer of any changes that may be of importance in respect of the Customer's use of the operational services or for the security of the solution prior to implementing the changes. Further rules concerning which changes the Customer should be notified of, and the notification procedure, may be agreed in Appendix 6 and the cooperation plan.

All changes related to the operational services shall be logged in a change log. The Customer may require access to the change log in accordance with the rules pertaining to audits in clause 2.2.8. The Contractor shall be responsible for updating the operating specification without undue delay after implementing a change that is relevant for the operating specification, cf. clause 2.1.2.4.

2.2.4 Ordering of supplementary services

The Customer may order supplementary services in relation to regular operations. The services and the consideration relating thereto shall be described in the Contractor's service directory, which forms part of Appendix 7.

Additional services shall be registered in Appendix 9.

2.2.5 Reporting

Unless otherwise follows from Appendices 5 and 6, the Contractor shall submit a monthly report about the operational services to the Customer. The report shall include information about the actual service level attained and undesirable incidents and problems. The requirements for measuring the service level are set out in Appendix 5.

2.2.6 Documentation

The Contractor shall make such documentation as stipulated in Appendix 6 available to the Customer.

The Customer may require access to other documentation in accordance with the rules pertaining to audits in clause 2.2.8.

2.2.7 Plans and exercises for emergencies and disasters

The Contractor shall have contingency and disaster plans for the operational services. Unless otherwise is stipulated in Appendices 1 and 2, the Contractor shall conduct necessary contingency and disaster exercises at least once per year.

The Contractor shall, by specific agreement, assist the Customer with conducting its own contingency and disaster exercises up to once per year, unless otherwise is stipulated in Appendices 1 and 2. Unless another consideration is agreed in Appendix 7, the consideration for the Contractor's work in respect of such exercises shall be calculated based on the hourly rates in Appendix 7.

Information about planned contingency and disaster exercises and information from evaluation reports that are relevant for the operational services, with any proposed improvements, shall be made available to the Customer upon request. Evaluation reports shall be completed by no later than thirty (30) calendar days after the exercise has been conducted.

2.2.8 Audits

The Customer shall have the right to audit and verify that the Contractor is complying with the agreed obligations for the operational services.

The Contractor shall provide assistance if the Customer needs to involve the Contractor in the implementation of quality audits or other reviews of operational aspects, for example in connection with the Customer's compliance with the legal requirements mentioned in chapter 9, or in connection with certification of the Customer. The Contractor shall be entitled to a consideration in accordance with the Contractor's hourly rates as set out in Appendix 7.

The timing and methods for performing audits and assistance shall be agreed in each instance. Unless otherwise is agreed in Appendix 6, a maximum of one (1) audit may be conducted each year. Nevertheless, this shall not prevent the conduct of inspections and audits that are required to fulfil specific orders from public surveillance authorities. Unless specific deadlines are stipulated in Appendix 6, the Customer shall give the Contractor reasonable notice of an audit and the Contractor shall accept such an audit within a reasonable period of time. The audit shall be conducted in a manner that causes the least possible disruption to ordinary operations and service deliveries from the Contractor and its subcontractors.

The Customer may appoint a third party to conduct audits and verification pursuant to this provision. The Contractor may oppose a direct competitor of the Contractor being appointed as the third party.

If the audit reveals that terms and conditions of the Agreement or legal requirements for which the Contractor is responsible are not being complied with, the Contractor shall change the operational services such that the terms and conditions of the Agreement are fulfilled. If the demonstrated deviations are material in nature, or the Contractor can be blamed for negligence, the Contractor shall refund the necessary costs incurred by the Customer in respect of conducting the audit.

The Contractor shall ensure that any agreements the Contractor concludes with any subcontractors and that are of relevance for the delivery of the operational services, and which are mentioned in Appendix 6, give the Customer the right to participate in the Contractor's audits and reviews of the subcontractor(s) insofar as this is required to verify that the Contractor is complying with the agreed obligations in respect of the operational services. If the Customer wishes to conduct an audit of a subcontractor of the Contractor, the Contractor shall cooperate with the Customer to ensure such an audit is conducted.

The parties may in Appendix 6 stipulate deadlines for the notification of audits and detailed procedures for their conduct, etc., including the use of auditors.

2.2.9 New versions of software

Unless otherwise is specified in Appendices 1 and 2, new versions of software (including patches) that is used to deliver the operational services shall adhere to the Contractor's general upgrading schedule. If the Contractor incurs significant additional costs due to the Customer not complying with the recommended upgrading schedule for the applications being operated, the Contractor may require reimbursement of the additional costs it incurs in connection with maintaining the operation of the Customer's current version of the software. Appendix 2 may describe a recommended upgrading schedule. A demand for the payment of costs pursuant to this provision shall be handled as a change pursuant to chapter 3.

New versions of software that, pursuant to Appendix 3, are covered by the operational services shall be tested and commissioned in accordance with the procedures in Appendix 6 and the cooperation plan. Unless otherwise is agreed in Appendix 7, the commissioning of software versions and patches shall be included in the ongoing consideration for operational services. Plans and the consideration for the commissioning of new versions shall be established in accordance with the provisions concerning changes in chapter 3.

Security updates shall always be installed without unnecessary delay.

Prior to the installation of patches, new versions, etc. of operating systems, databases and other basic software used to deliver the operational services, the Contractor shall verify that the upgrade and/or change will not cause problems for relevant/affected applications/software that, pursuant to Appendix 3, are covered by, or interact with, the operational services. The Contractor may, to the extent necessary, request that the Customer assist with conducting such verification. Procedures for this may be included in the cooperation plan.

2.2.10 Life cycle management - contemporariness

Unless otherwise is stipulated in Appendices 1 and 2, the Contractor shall bear total responsibility for the life cycle management of the software, equipment and other

deliverables that are necessary to sustain the agreed service level, cf. clause 5.1, paragraph four.

If the Contractor operates the Customer's infrastructure, the necessary upgrades shall be handled in accordance with chapter 3 of the Agreement concerning changes.

If the Customer has purchased the Contractor's standard services that are delivered by the Contractor to multiple customers via the same infrastructure, the responsibility for life cycle management shall also mean that the Contractor shall actively ensure that the deliverables are up-to-date from the date of commissioning and throughout the entire term of the Agreement. "Up-to-date" means that the deliverables shall, throughout the entire term of the Agreement, be as efficient and of equally good quality as they were on the date the Agreement was concluded, compared with other equivalent service delivery in the market (proportionality).

Furthermore, the Contractor shall actively contribute to the deliverables fulfilling the needs of the Customer throughout the entire term of the Agreement. Changes in the needs of the Customer shall be handled pursuant to chapter 3 of the Agreement concerning changes, if these entail changes to the agreed requirements.

3. CHANGES TO THE OPERATIONAL SERVICES SUBSEQUENT TO CONCLUSION OF THE AGREEMENT

3.1 RIGHT TO CHANGE THE CONTENTS OF THE AGREEMENT (SERVICE CHANGE)

The Customer has the right to order changes, in the form of increases or reductions in the scope, nature, type, quality or delivery of the operational services, as well as changes to the progress plan, provided that such changes fall within the scope of what the parties could have reasonably expected upon the conclusion of the Agreement.

However, the Contractor shall not be obliged to carry out change work that represents, in aggregate, a net addition of more than fifteen (15) per cent to the original contract price per year, other than in the case of a disputed change order pursuant to clause 3.8. The limitation shall also not apply to changes that are necessary because of changed legal requirements.

In the case of deliverables that form part of the operational services and that are priced on the basis of actual use, increases or reductions within any specified limits shall not constitute a change in the services pursuant to chapter 3. Additional services priced in Appendix 7 are governed by clause 2.2.4.

Changes and additions to the Agreement may be made in all phases of the Agreement.

Unless otherwise is stipulated in Appendix 6, the Customer may not demand changes that, for technical reasons, cannot be performed without the Contractor also changing its standard platform or standard services that are also delivered to other customers, and which would conflict with the Contractor's agreements governing deliveries to such customers. The parties may in Appendix 6 agree other or further restrictions in respect of the right of the Customer to demand changes.

3.2 CHANGE ESTIMATE

Unless otherwise is specified in Appendix 6 or the change order itself, the Contractor shall, within a maximum of ten (10) working days from receipt of a written request for a service change, submit a study of potential risk and change consequences, as well as a price estimate. Other deadlines may be agreed in Appendix 6. In the event of a request for major changes, the parties shall agree an extension of the deadline with such number of days as is deemed to be reasonable. In such circumstances, the Contractor may require an extension of the time-limit of up to ten (10) working days. The request for an extension of the deadline must be submitted before the end of the ten-day deadline in the first sentence.

At a minimum, the study shall include the following:

- a) description of the service change
- b) description of the work that has to be carried out to implement the service change
- c) implications for the solution specification
- d) implications for the existing operational services and timetables
- e) implications for the contract price, cf. clause 3.5
- f) timetable for the implementation of the change
- g) any implications for the allocation of responsibilities between the Customer and Contractor or third parties

Documented costs in connection with the preparation of change estimates are carried by the Customer in accordance with the prices and terms applicable to supplementary work, cf. Appendix 7. If standard prices for the preparation of change estimates are set out in Appendix 7, the Contractor shall not be entitled to the reimbursement of any costs in excess thereof, unless the Customer has given its prior written approval of a larger estimate.

If the service change shall be implemented during the establishment phase, any effects in terms of the detailed plan shall be examined prior to the establishment phase (cf. clause 2.1.2.2). If the study shows that the implementation of the service change will result in delays relative to the detailed plan for the establishment phase, the Contractor may request that the plan be adjusted.

If the preparation of a change estimate does in itself necessitate changes to the progress plan in Appendix 4 or the detailed plan for the establishment phase, the

Contractor may request that the plan be adjusted.

3.3 CHANGE ORDERS

If the Customer accepts the study and the price submitted by the Contractor, the Customer shall inform the Contractor, by issuing a change order, that the Customer wishes the service change to be implemented. The change order shall be signed by the Customer.

Thereafter, the Contractor shall, within ten (10) working days of the Contractor receiving the signed change order, ensure that the change order is incorporated into the Agreement, with changes to specifications, the progress plan, the technical platform, tests, required contributions from the Customer, as well as changes to the contract price, being set out in the Agreement.

The changes shall be presented to the Customer for its approval.

The terms and conditions of the Agreement shall apply to change orders as well, unless otherwise explicitly stated in the change order.

3.4 DOCUMENTATION OF THE CHANGE

Changes to the operational services as referred to in chapter 3 shall be made in writing, and shall be signed by an authorised representative of the parties. The Contractor shall maintain a directory of the changes on an ongoing basis, which directory shall form Appendix 9, and shall without undue delay provide the Customer with an updated copy thereof.

3.5 CONSEQUENCES OF CHANGE ORDERS

If the Customer requires a change, the Contractor shall have the right to require adjustments to the contract price and progress plan or other matters, cf. clause 3.2, caused by the change requirement of the Customer.

Adjustments to the contract price shall be calculated on the basis of the hourly charges or other unit prices set out in Appendix 7, provided that the work occasioned by the change is, in the main, similar to work for which hourly charges or unit prices have been specified.

If it is not possible to calculate the change based on the hourly rates or unit prices in Appendix 7, the Contractor shall present a quote in respect of the addition or deduction for the changes. The offer shall reflect the general price level of this Agreement.

If any changes requested would, as a general rule, have resulted in an adjustment to the agreed commencement date or delivery date, the Contractor shall, to the

extent practicable, seek to accelerate implementation in order that the agreed commencement date or delivery date may nevertheless be observed. In such case, acceleration shall be deemed to constitute a change to be dealt with pursuant to the rules set out in chapter 3.

The change order shall be implemented without undue delay when received by the Contractor, unless otherwise is agreed. This shall apply irrespective of whether the effect of the change order in terms of the contract price, the progress plan or other terms and conditions of the Agreement have been finally resolved, cf. clause 3.6.

3.6 DISPUTE CONCERNING THE CONSEQUENCES OF A CHANGE

If the parties agree that there is a change, but disagree on the effect of such change as far as the contract price is concerned, the Customer shall pay a preliminary consideration calculated pursuant to the rules set out in clause 3.5. If no ruling from an independent expert or mediator has been requested and no legal proceedings have been instituted to clarify the consequences in respect of the work occasioned by the change within six (6) months after the delivery date or the date on which notice of termination for breach or cancellation was received by the Contractor, the consideration paid shall be deemed to be final.

The Contractor shall pledge security for the disputed part of the consideration, or alternatively choose to be paid half of the disputed part of the consideration, up to the date when the consideration is deemed to have been set with final effect.

3.7 DISAGREEMENT AS TO WHETHER THERE IS A CHANGE

If the Customer requests, in the form of written orders, specifications or otherwise from an authorised person, the performance of certain specific work that the Contractor believes to fall outside the scope of its obligations pursuant to the Agreement, the Contractor shall, in writing, request the Customer issue a change order.

Together with the change order request, the Contractor shall provide the Customer with a study of relevant risk and change consequences, as well as a price estimate (change estimate) pursuant to clause 3.2. The costs associated with the preparation of change estimates shall be paid by the Customer if the Contractor's request for a change order is accepted.

If the Contractor fails to make such request within a reasonable period of time, the work shall be deemed to form part of the Contractor's obligations pursuant to the Agreement, and the Contractor waives its right to invoke such work as grounds for extending deadlines, additional consideration or damages up to the date the request for a change order was presented. Such requests must in any circumstance be presented no later than six (6) months after the work commences.

3.8 DISPUTED CHANGE ORDER

If the Contractor has requested that the Customer send a change order pursuant to clause 3.7, the Customer shall, within a reasonable period of time, issue a change order pursuant to clause 3.3, or issue a written waiver of the request.

If the Customer deems the work to form part of the operational services, it shall be explicitly stated that the change order is disputed (disputed change order). The change order shall include an explanation as to why the Customer deems the change order to be disputed.

Even if the change order is disputed, the Contractor shall perform what has been ordered in return for the Customer paying a provisional consideration corresponding to half of the amount to which the Contractor believes it is entitled. If the Contractor does not demand a decision concerning the disputed change pursuant to clause 3.9 of the Agreement within three (3) months after the consideration has been paid, or if the work is deemed to fall within the scope of the Agreement, the provisional consideration shall be set off against the consideration due upon the next payment milestone. If the work is deemed to be a change, the fixed consideration for the change, adjusted for the provisional consideration, shall be incorporated into the ordinary payment plan.

The Contractor may contest the duty to perform the work by requesting a ruling from an independent expert or mediator or institute legal proceedings or submit the dispute for arbitration in order to have its claim resolved with final effect, cf. chapter 16. Such a request must be submitted without undue delay after the Customer has provided notice that the change is disputed. The Contractor shall bear the risk associated with any delays and breaches in respect of the service level requirements that may occur due to the postponement of the work, if it is determined that the work falls within the scope of the Agreement. The exception in this paragraph shall not apply to work associated with services that are important for health and life or the delivery of critical social services.

3.9 DISPUTE RESOLUTION – DISPUTED CHANGE ORDER

If the Contractor has received a disputed change order, the Contractor shall, within six (6) months of having received the disputed change order, either request a ruling from an independent expert or mediator or institute legal proceedings or submit the dispute for arbitration in order to have its claim resolved with final effect, cf. chapter 16. If the Contractor fails to do so, the work shall be deemed to fall within the scope of the Contractor's duties under the Agreement.

4. DURATION AND TERMINATION WITHOUT CAUSE – DISCHARGE OR ASSIGNMENT OF THE AGREEMENT

4.1 DURATION

The Agreement enters into force on the date on which it is signed by the parties.

The agreement term includes an establishment phase, as described in Appendix 4. The commencement date for regular operations is specified in Appendix 4 and page two of the Agreement.

Unless a different duration period is agreed in Appendix 4, the Agreement shall be for a term of three (3) years as of the commencement date for regular operations. The Agreement shall thereafter be automatically renewed for a term of one (1) year at a time, unless the Agreement is terminated without cause by the Customer giving six (6) months' notice or the Contractor giving twelve (12) months' notice prior to the renewal date.

4.2 CANCELLATION DURING THE ESTABLISHMENT PHASE

The Customer may cancel the operational services during the establishment phase with one (1) month's written notice.

In the event of such cancellation, the Customer shall pay the amount stipulated in Appendix 7 for cancellation during this phase, or if no such amount has been stipulated:

- a) Any amount due to the Contractor in respect of the part of the establishment phase deliverables that has already been performed.
- b) The Contractor's necessary and documented direct costs in relation to the reassignment of personnel.
- c) Other documented direct costs incurred by the Contractor as the result of the cancellation, hereunder disbursements and costs that have been incurred by the Contractor prior to its receipt of the notice of cancellation, and which the Contractor is unable to make use of for other purposes.

The total cancellation fee for work and reorganisation costs in the establishment phase may never exceed the consideration as agreed in Appendix 7 for work in the establishment phase.

4.3 CANCELLATION DURING REGULAR OPERATIONS

The Customer may cancel, in whole or in part, the contracted operational services with three (3) months' written notice also during the initial three-year period.

Upon such cancellation, the Customer shall pay the amount stipulated in Appendix 7, or if no such amount has been stipulated, the Customer shall pay:

- a) any amount due to the Contractor in respect of the part of the operational deliverables that has already been performed,
- b) the Contractor's necessary and documented direct costs in relation to the reassignment of personnel,
- c) other documented direct costs incurred by the Contractor as the result of the cancellation, including disbursements and costs that have been incurred by the Contractor prior to its receipt of the notice of cancellation, and which the Contractor is unable to make use of for other purposes, and
- d) a cancellation fee equal to 4 per cent of the annual consideration.

In the event of partial cancellation, the cancellation penalty shall be calculated on the basis of the share of the contract price accounted for by the cancelled items. The consequences that partial cancellation has in respect of the remaining parts of the deliverables, including the effect on the contract price, shall be handled in accordance with the provisions in chapter 3.

4.4 DISCHARGE OF THE AGREEMENT

The Contractor shall assist the Customer in connection with the preparations for the conclusion of any new operational services agreement, and provide such information as is necessary in connection with these preparations. The Customer may specify in Appendix 1 what information the Contractor shall, at a minimum, provide in connection with such preparations, and when it shall be provided. Such a description in Appendix 1 shall not be considered exhaustive.

The Customer shall prepare a progress plan for the discharge period called the "discharge plan". The discharge plan shall be submitted to the Contractor within a reasonable time after the start of the discharge period. The Customer may allow a new contractor to produce or supplement such a plan on behalf of the Customer. The Contractor shall, without undue delay, contribute the information and expertise necessary to ensure the Customer is able to prepare the plan, including proposing specific activities that are necessary on the part of the Contractor, the time frame for these, and otherwise describing the cooperation required between the Contractor and the Customer upon discharge of the Agreement. Furthermore, the Contractor shall make sure that the Customer is given access, without undue delay, to any information the Customer requires from any of the Contractor's subcontractors.

The discharge period runs from the date of the notification of termination without cause, cancellation or termination for breach until the Agreement comes to an end (including any extension pursuant to clause 4.5). In addition, the Customer shall have a right to follow-up assistance for sixty (60) calendar days after the operational have been established at a new contractor or the Customer itself, even where this is after when the Agreement otherwise comes to an end.

The Contractor shall make available personnel with the same expertise and availability, and render services of the same quality as for corresponding services during ordinary operations throughout the entire discharge period, in order that the operational services remain fully adequate until the Agreement comes to an end, whilst the Customer or any new operations contractor receives fully adequate support during the changeover process.

The Contractor is obliged to make available the necessary services for the Customer during the discharge period and to cooperate with any new contractor, in order that the changeover may be implemented with the minimum possible operational disruption on the part of the Customer. The Contractor is also obliged to contribute to the necessary transfer of expertise to the new operational services contractor, taking the form of the delivered operational services into account. The Contractor shall not have an obligation to assist with the transfer of basic skills or with the transfer of expertise linked to the Contractor's business secrets.

The Contractor shall facilitate the transfer and assignment of the following to the Customer, or to a third party designated by the Customer:

1. The Customer's data, including whatever backup copies of the Customer's data the Customer requests.
2. Licences (right of disposal) administered by the Contractor on behalf of the Customer when the Customer is the licence holder.
3. Other agreements administered by the Contractor on behalf of the Customer.
4. Overview, if applicable, of external and internal users linked to the Customer's solution, as maintained by the Contractor on behalf of the Customer.
5. All other data and material that belongs to the Customer.
6. Copies of configuration descriptions, scripts and so on used by the Contractor that are necessary for the Customer's establishment and operation of the services with the Customer or a new contractor.

The Customer shall pay consideration for the deliverables mentioned above, pursuant to the Contractor's hourly rates as stipulated in Appendix 7. If the Customer requires any services in addition thereto, the price calculation shall be in line with the general price level of the Operational Services Agreement as a whole. Nevertheless, the Customer shall not pay such consideration as described in this paragraph if the discharge of the Agreement was caused by material breach of contract on the part of the Contractor.

For the purposes of facilitating the potential sanctioning of inadequate deliveries in connection with the discharge of the Agreement, the Customer may withhold consideration for the final payment period until one (1) month after the expiry of the Agreement if the Agreement does not come to end due to a breach of contract on the part of the Contractor.

The Customer shall return all documentation and other property belonging to of the Contractor.

4.5 TEMPORARY EXTENSION OF THE AGREEMENT

The Contractor is obliged to extend the Agreement on otherwise equal terms by up to six (6) months as of the date of discharge of the Agreement, if thus requested by the Customer. The Customer shall give notice to such effect no less than sixty (60) calendar days prior to the expiry of the Agreement. The Contractor shall be entitled to proportional consideration for operational services for the duration of the extended term.

If the Customer terminates the Agreement for breach by the Contractor, notice as mentioned in the above paragraph may be given simultaneously with the notice of termination for breach. If the discharge of the Agreement results from the Contractor terminating for breach by the Customer, such notice may be given within one (1) week of the Customer having received the notice of termination for breach. The right of the Customer to an extension shall in these cases be conditional upon the Customer prepaying consideration for the extended term as stipulated in the above paragraph.

Clauses 4.4-4.5 shall apply correspondingly in the case of partial cancellation pursuant to clauses 4.2 and 4.3.

5. THE DUTIES OF THE CONTRACTOR

5.1 THE RESPONSIBILITY OF THE CONTRACTOR FOR ITS PERFORMANCE

The deliveries from the Contractor shall, in an integrated manner, serve the functions and meet the requirements specified in the Agreement, including the Appendices thereto.

Any requirements to the effect that the Contractor shall comply with certain standards or quality systems, shall be set out in Appendix 1, cf. Appendix 2. The same applies to any requirements to the effect that the Contractor shall document how standards or quality systems are complied with.

In connection with establishment, testing and operation, the Contractor shall be responsible for coordinating, controlling and managing the work of the various actors/contractors that is of significance for the operational services. Coordination tasks are described in more detail in Appendix 1.

Unless otherwise is stipulated in Appendices 1 and 2, the Contractor shall bear total responsibility for the life cycle management of the software, equipment and other deliverables that are necessary to sustain the agreed service level.

If the operational services include the use of cloud services or other standard services from third parties with which the Customer has concluded separate agreements, the Contractor's responsibility is limited to following up the agreement with the third-party contractor, including following up the information security requirements. The same applies if the Customer has explicitly accepted such a limitation of the Contractor's responsibility for standard third-party services that are included in the operational services, but with which the Contractor has concluded an agreement. In these circumstances, the relevant standard terms and conditions shall be explicitly specified in a separate chapter in Appendix 2, and copies of the agreed terms and conditions shall be appended as Appendix 10.

5.2 REQUIREMENTS AS TO THE RESOURCES AND EXPERTISE OF THE CONTRACTOR

The Contractor shall ensure that the personnel performing the operations have the necessary expertise and have received sufficient instructions as to the contents of the operational services and the service level associated therewith. The Contractor's key personnel are specified in Appendix 6.

Persons designated as key personnel in Appendix 6 shall not, within the scope of the Contractor's managerial prerogative as employer, be replaced without the prior approval of the Customer. Such approval shall not be unreasonably withheld. The actual participation of the key personnel in the provision of the services shall not be scaled back without the prior approval of the Customer.

Personnel that the Customer, for justifiable reasons, does not wish to use, or wishes to have replaced, shall as soon as possible be replaced by alternative personnel with at least corresponding expertise. Personnel replacements shall not affect the progress of the project or impose additional costs on the Customer.

5.3 DISCLOSURE AND NOTIFICATION OBLIGATION

The Contractor shall disclose to the Customer information of a preventative nature concerning any special circumstances relating to its services that may be of relevance in avoiding situations that result in errors, shutdown or loss. The Contractor also has a notification obligation whenever there is danger that such situations may arise.

5.4 ACCESS TO INFORMATION

The Contractor shall grant the Customer access to such operational information as the Customer needs access to in view of obligations laid down by laws or regulations or requirements from government authorities.

5.5 USE OF SUBCONTRACTORS

The Contractor's use and replacement of subcontractors that directly participate in the performance of the deliverables must be approved in writing by the Customer. Approval shall not be unreasonably withheld.

Subcontractors that are approved shall be specified in Appendix 6. Groups of subcontractors or services from subcontractors can be approved, for example, the Customer may choose to pre-approve the use of other data centres within the EU/EEA.

5.6 COOPERATION WITH THIRD PARTIES

The Contractor undertakes to cooperate with third parties to the extent that the Customer deems this necessary for the purposes of performing the duties stipulated in this Agreement. The scope of such assistance shall be specified in Appendix 6. Any consideration for such assistance shall be specified in Appendix 7.

The Contractor shall in such cases adopt an independent position, and act in consultation with the Customer.

However, the Contractor shall be released from such duties if it demonstrates that it is probable that such cooperation would be of material disadvantage to its relationship with existing subcontractors or other business contacts.

5.7 WAGES AND WORKING CONDITIONS

The following shall apply to agreements governed by the Regulations No. 112 of 8 February 2008 relating to Wages and Working Conditions under Government Contracts:

In respect of areas covered by the Regulations relating to Generalised Collective Wage Agreements, the Contractor shall ensure that its and any subcontractors' employees who contribute directly to the performance of the Contractor's obligations under the Agreement do not receive wages or have working conditions that are inferior to those stipulated in the Regulations relating to Generalised Collective Wage Agreements. In areas not covered by generalised collective wage agreements, the Contractor shall ensure that the same employees do not receive wages or have working conditions that are inferior to those stipulated in any applicable nationwide collective wage agreements relating to the relevant trade. This applies to work performed in Norway.

All agreements that are entered into by the Contractor and that involve the performance of work that contributes directly to the performance of the Contractor's obligations under the Agreement shall include corresponding terms and conditions.

If the Contractor fails to meet this obligation, the Customer shall be entitled to retain part of the contract price, corresponding to approximately two (2) times the savings of the Contractor, until it has been documented that compliance has been achieved.

The Contractor's obligations as mentioned above shall be documented in Appendix 6 by means of either a self-declaration or a third-party declaration showing conformity between the relevant collective wage agreement and the actual wages and working conditions relating to compliance with the Contractor's and any subcontractors' obligations.

The Contractor shall, at the request of the Customer, disclose documentation relating to the wages and working conditions which are used. Each of the Customer and the Contractor may request that the information be submitted to an independent third party appointed by the Customer to examine whether the requirements of this provision have been complied with. The Contractor may require the third party to sign a declaration that the information will not be used for any purpose other than to ensure fulfilment of the Contractor's obligations pursuant to this provision. The disclosure obligation shall also apply to subcontractors.

Further clarification concerning the implementation of this clause 5.7 may be agreed in Appendix 6.

6. THE DUTIES OF THE CUSTOMER

6.1 EXPERTISE

The Customer shall ensure that its personnel who perform roles associated with following up the operational services have received the necessary training and possess the necessary expertise. Any special expertise requirements shall be set out in Appendix 2.

6.2 FACILITATION, ETC.

The Customer shall refrain from performing operational tasks that shall, pursuant to the Agreement, be performed by the authorised personnel of the Contractor.

The Customer shall facilitate the Contractor's performance of its duties, by for example granting the Contractor the necessary access, physically and/or electronically. More detailed requirements in respect of the Customer's participation may be specified in Appendix 2.

6.3 USE OF A THIRD PARTY

The Customer may freely appoint a third party to assist it in connection with its duties under the Agreement. Such third parties shall be specified in Appendix 6. The Contractor shall be notified of any third party selected by the Customer, and may reject the assignment if the Contractor is able to demonstrate that this will entail a material commercial disadvantage to the Contractor.

7. DUTIES OF THE CUSTOMER AND THE CONTRACTOR

7.1 MEETINGS

Regular meetings shall be held between the contact persons of the Customer and the Contractor during the agreement term. The frequency, convening, parties' representatives and type of meetings shall be agreed in Appendix 6.

Each of the parties may convene a meeting with the other party on three (3) working days' notice if there is a need to discuss matters relating to the contractual relationship and how the contractual relationship is being handled, and such matters cannot wait until the next scheduled meeting.

7.2 RESPONSIBILITY FOR SUBCONTRACTORS AND THIRD PARTIES

If one of the parties appoints a third party or subcontractor to perform work occasioned by this Agreement, the relevant party shall remain fully responsible for the performance of such work in the same manner as if the party was performing the work itself.

7.3 CONFIDENTIALITY OBLIGATION

Information that comes into the possession of the parties in connection with the Agreement and the implementation of the Agreement shall be kept confidential, and shall not be disclosed to any third party without the consent of the other party.

If the Customer is a public body, the scope of the confidentiality obligation under this provision shall not go beyond that laid down by the Act of 10 February 1967 relating to Procedure in Cases concerning the Public Administration (Public Administration Act) or corresponding sector-specific regulations.

The confidentiality obligation pursuant to this provision shall not prevent the disclosure of information if such disclosure is demanded pursuant to laws or regulations, including any disclosure or right of access pursuant to the Act of 19 May 2006 relating to the Right of Access to Documents in the Public Administration (Freedom of Information Act). The other party shall, if possible, be notified prior to the disclosure of such information.

The confidentiality obligation shall not prevent the information from being used when there is no legitimate interest in keeping it confidential, for example when it is in the public domain or is accessible to the public elsewhere.

The parties shall take all necessary precautions to prevent unauthorised persons from gaining access to, or knowledge of, confidential information.

The confidentiality obligation shall apply to the parties' employees, subcontractors and other third parties who act on behalf of the parties in connection with the implementation of the Agreement. The parties may only transmit confidential information to such subcontractors and third parties to the extent necessary for the implementation of the Agreement, and provided that they are subjected to a confidentiality obligation corresponding to that stipulated in this clause 7.3.

The confidentiality obligation shall not prevent the parties from utilising experience and expertise developed in connection with the implementation of the Agreement.

The confidentiality obligation shall continue to apply after the expiry of the Agreement. Employees or others who resign from their positions with one of the parties shall be subjected to a confidentiality obligation following their resignation as well, as far as factors mentioned above are concerned. The confidentiality obligation shall lapse five (5) years after the Agreement comes to an end, unless otherwise is stipulated by law or regulations.

7.4 FORM OF COMMUNICATION - IN WRITING

All notices, demands or other communications relating to the Agreement shall be submitted in writing to the postal address or electronic address stated on the first page of the Agreement, unless the parties have agreed a different procedure in Appendix 6 for this type of enquiry.

8. CONSIDERATION AND PAYMENT TERMS

8.1 CONSIDERATION

All prices and the detailed terms governing the consideration to be paid by the Customer for the deliverables provided by the Contractor are set out in Appendix 7.

Disbursements, including travel and subsistence costs, shall only be reimbursed to the extent agreed. Travel and subsistence costs shall be specified separately, and shall be paid pursuant to the Government Travel Allowance Scale applicable at any given time, unless otherwise agreed. Travel time shall only be invoiced if this is agreed in Appendix 7.

Unless otherwise specified in Appendix 7, all prices are quoted exclusive of Value Added Tax, but inclusive of customs duties and any other indirect taxes. All prices are quoted in Norwegian kroner.

8.2 INVOICING

Payment shall be made within thirty (30) calendar days of the invoice date. The invoices of the Contractor shall be specified and documented so that the Customer can easily check whether the invoice conforms to the agreed consideration. All invoices relating to hours recorded on an ongoing basis shall be accompanied by a detailed specification of the hours accrued. Disbursements shall be specified separately.

When the Customer has made arrangements for such, the Contractor shall submit invoices, credit notes and reminders in accordance with the Electronic Trading Format (EHF) that has been determined.

The payment schedule and other payment terms, and any terms and conditions relating to the use of EHF, are set out in Appendix 7.

The Contractor shall be responsible for paying any costs that it incurs in respect of submitting electronic invoices.

8.3 LATE PAYMENT INTEREST

If the Customer fails to make payment by the agreed time, the Contractor shall be entitled to claim interest on any overdue amount, pursuant to the Act No. 100 of 17 December 1976 relating to Interest on Overdue Payments, etc. (Late Payment Interest Act).

8.4 PAYMENT DEFAULT

If overdue consideration, with the addition of late payment interest, has not been paid within thirty (30) calendar days of the due date, the Contractor may send the Customer a written notice stating that the Agreement will be terminated for breach, unless settlement has taken place within sixty (60) calendar days of receipt of the notice.

Termination for breach may not take place if the Customer settles the overdue consideration, with the addition of late payment interest, prior to the expiry of the deadline.

8.5 PRICE ADJUSTMENTS

Prices for operational services and hourly rates may be adjusted at the beginning of every calendar year by an amount equivalent to the increase in the retail price index

(the main index) of Statistics Norway, with the initial reference index value being the index value for the month in which the Agreement was formed, unless a different index value is agreed in Appendix 7.

The prices may be adjusted to the extent that rules or administrative decisions pertaining to indirect taxes are amended in a way that affects the consideration or costs of the Contractor.

Any other provisions pertaining to price adjustments are set out in Appendix 7.

8.6 GUARANTEES

To the extent that the Customer so demands in Appendix 7, the Contractor shall, when the Agreement is concluded, provide a guarantee for the maximum liability for damages the Contractor can incur under the Agreement in the form of a bank or parent company guarantee. The guarantee shall be in force from the date the Agreement takes effect, cf. clause 4.1, and until the Agreement is discharged. The Customer is also entitled to invoke the guarantee for work performed by subcontractors.

Should changes take place during the term of the Agreement entailing that the party which issued the guarantee no longer has the same association with the Contractor, the Customer shall be notified accordingly in writing. If so, the Customer can demand that a new parent company guarantee be issued by the new parent company under the same terms and conditions, within ten (10) business days. The original parent company guarantee shall remain valid until the Customer has approved the new guarantee.

If no new parent company guarantee is issued in accordance with the above, the Customer shall have the right to terminate the Agreement for breach or to instead maintain its rights under the original guarantee, see the last sentence in the previous paragraph.

9. EXTERNAL LEGAL REQUIREMENTS, SECURITY AND DATA PROTECTION

9.1 GENERAL EXTERNAL LEGAL REQUIREMENTS AND MEASURES

The Customer shall identify, in Appendix 1, which legal requirements, or requirements that are specific to the party in question, are of relevance to the conclusion and implementation of this Agreement. The Customer shall be responsible for specifying, in Appendix 1, any relevant requirements that are applicable to the operational services.

The Contractor shall in Appendix 2 describe how the Contractor takes account of these requirements through its solution.

Each party is responsible for the follow-up of its own duties pursuant to such legal requirements.

Each party shall, as a general rule, pay the costs of complying with legal requirements applicable to the party and its activities. In the event of amendments to legal requirements or official requirements that affect the activities of the Customer that occasion a need for changes to the operational services subsequent to the conclusion of the Agreement, the Customer shall cover the costs associated with such changes and any additional work, cf. chapter 3.

9.2 INFORMATION SECURITY

The Contractor will take appropriate measures to address the information security requirements associated with the performance of the Service.

This entails that the Contractor will take appropriate measures to ensure the confidentiality of the Customer's data, as well as measures to ensure that data does not fall into the hands of unauthorised persons. Furthermore, the Contractor will take appropriate measures to protect against the unintended modification and deletion of data, and against virus and other malware attacks.

If the Customer has specific requirements for how information security is to be safeguarded by the Contractor, the Customer must state this in Appendix 1.

The Contractor will be obliged to keep the Customer's data separate from the data of any third parties, in order to reduce the risk of impairment of data and/or access to data. By separate is meant that necessary technical measures to secure data against unintended change or access are implemented and maintained. Unintended changes or access also include access by the employees of the Contractor or others who do not need the information in their work for the Customer.

If the Customer has specific requirements for how the Contractor is to fulfil the requirement of separation of data, the Customer must specify this in Appendix 1.

The Contractor must ensure that Contractors of third-party deliverables undertake sufficient and necessary assurance of the Customer's data.

If the Customer has specific requirements for how the Contractor is to ensure that the Contractor(s) of third-party deliverables undertake adequate and necessary safeguarding of the Customer's data, the Customer must state this in Appendix 1.

9.3 PERSONAL DATA

If the Contractor is to process personal data during the performance of the service, the Contractor must describe in Appendix 2 how satisfactory processing in line with the personal data protection regulations will be achieved and performed. This includes privacy shield requirements. This applies irrespective of whether the Customer has set this requirement in Appendix 1.

Through planned and systematic measures, the Contractor must ensure satisfactory information security with respect to confidentiality, integrity, accessibility and robustness in the processing of personal data. If the Customer has any further requirements relating to the Contractor's information security measures, the Customer must state this in Appendix 1.

The Contractor must document that the information system and security measures are satisfactory. Such documentation shall be made available, upon request, to the Customer and its auditors, as well as the Norwegian Data Protection Authority and the Privacy Appeals Board. If the Customer has any further documentation requirements relating to the information system and security measures, the Customer must state this in Appendix 1. If the Customer requests information to perform Data Protection Impact Assessments, the Contractor must assist in providing such information.

The Contractor may not entrust personal data to other parties for storage, reworking or deletion without prior special or general written permission for this from the Customer. The Contractor must ensure that any subcontractors used by the Contractor, and which process personal data, assume the same obligations as those set out in clause 9.3 of the Agreement. If special or general written permission has been obtained, the Contractor must notify the Customer of any plans to use other data processors or to replace data processors, and thereby give the Customer the opportunity to oppose such changes. Subcontractors that are approved by the Customer must be stated in Appendix 6.

Personal data may not be transferred to countries outside the EEA without any transfer basis and documentation demonstrating that the terms for use of the transfer basis are fulfilled. In such case, the Contractor will document this in Appendix 2.

If the assignment concerns the processing of personal data on behalf of the Customer, the Customer and the Contractor will be obliged to enter into a data processor agreement in accordance with the personal data protection legislation. If the Customer has not prepared a draft data processor agreement, the Contractor will attach a draft as an attachment to Appendix 2. The data processor agreement must be entered into before the processing of personal data begins.

If the parties have entered into a data processor agreement, this data processor agreement will take precedence in the event of any conflict with the Agreement's provisions relating to the processing of personal data.

The parties' liability for damage suffered by a data subject or other natural persons which is due to a violation of the General Data Protection Act (Regulation 2016/679), the General Data Act with regulations or other regulations that implement the General Data Protection Act, will follow the provisions of article 82 of the General Data Protection Act.

The limitation of liability in section 11.5.6 does not apply to liability arising from article 82 of the General Data Protection Act.

The parties are individually liable for administrative fees imposed pursuant to article 83 of the General Data Protection Act.

10. RIGHT OF OWNERSHIP AND RIGHT OF DISPOSAL

10.1 THE RIGHTS OF THE PARTIES

This Agreement shall not affect the copyright, rights of disposal or rights of ownership held by the parties prior to the Agreement, which rights they shall retain during the implementation of the Agreement, unless otherwise specified in Appendices 1, 2 or 3.

The Customer shall have a limited right of disposal in respect of all software and equipment that the Contractor makes available to the Customer in connection with the services. Such a right of disposal comprises all rights which are necessary to use the services in accordance with the purpose of this Agreement.

Each of the parties may utilise the cooperation plan without hindrance in respect of the other party's possible copyright. However, this shall not apply to those parts of the cooperation plan that may be subject to a confidentiality obligation.

10.2 ATTENDANT RESPONSIBILITIES

Each party is responsible for ensuring that it holds the necessary authorisations and rights, etc., in respect of hardware, infrastructure, software and documentation it uses in the contractual relationship, cf. Appendices 1 and 2. If one of the parties wishes to make use of equipment or software, etc., that such party does not own or hold rights to, said party shall ensure that the necessary approval in the form of an underlying agreement with the owner or rightsholder is in place before such equipment or software, etc., is used for operations pursuant to this Agreement.

If any changes, improvements, etc., are made in connection with the services under this Agreement, the Contractor is responsible for ensuring that the Customer is granted such right of disposal as is necessary for purposes of the continued use of the equipment and software without infringement of the copyright or other rights of any third parties.

10.3 RIGHT OF OWNERSHIP OF DATA

The Customer (and its assignors) shall retain the right of ownership of all data that are handed over to the Contractor for processing, and that are stored or processed by way of the deliverables under this Agreement. The same shall apply to the output from the Contractor's processing of such data.

The Contractor has access to data as mentioned above only to the extent necessary to enable the Contractor to perform its obligations pursuant to the Agreement.

The Contractor shall under no circumstance have the right to withhold the Customer's data.

11. BREACH OF CONTRACT ON THE PART OF THE CONTRACTOR

11.1 WHAT IS DEEMED TO CONSTITUTE BREACH OF CONTRACT

There is a breach of contract on the part of the Contractor if the operational services do not conform to the agreed functions, requirements or deadlines. There is also a breach of contract if the Contractor fails to perform other duties under the Agreement.

Nevertheless, there is no breach of contract if the situation is caused by circumstances related to the Customer or by force majeure.

The Customer shall submit a written complaint without undue delay after the breach of contract has been discovered or ought to have been discovered.

11.2 NOTIFICATION OBLIGATION

If the establishment project, cf. clause 2.1, or the regular operational services, cf. clause 2.2, or other deliverables outstanding on the part of the Contractor, cannot be delivered as agreed, the Contractor shall notify the Customer of this in writing as soon as possible. The notice shall specify the reason for the problem and, to the extent possible, when the deliverable can be delivered, or when the service will be available. A corresponding obligation shall apply if additional delays are to be expected after the first notice has been given.

11.3 EXTENSIONS OF DEADLINES

The Contractor may request an extension of the deadline, which extension must have the written approval of the Customer in order to apply. The Customer may impose conditions to agree to a deadline extension.

The Customer shall not be entitled to claim liquidated damages, ordinary damages or other remedies for breach of contract in respect of the period comprised by an extension of the deadline.

An extension of the deadline shall have no impact on the entitlement of the Customer to any liquidated damages or ordinary damages that accrue prior to the extension of the deadline.

11.4 CURE

The Contractor shall commence and complete the effort of curing the breach of contract without undue delay.

The aim of the cure shall be for the deliverables to satisfy the agreed requirements and specifications, and for the operational services to work as agreed. Cure may, for example, take the form of repair, redelivery or supplementary delivery.

If the Contractor has failed to cure the breach of contract within the stipulated or agreed deadline, or if the conditions for termination for breach are met, the Contractor shall pay all expenses incurred by the Customer in obtaining a cure from a third party. Nevertheless, the Customer may not allow a third party to cure the defect until any extended deadline has expired.

The Customer shall give written notice to the Contractor prior to appointing a third party.

11.5 REMEDIES FOR BREACH OF CONTRACT

11.5.1 Withheld payment

In the event of breach of contract, the Customer may withhold payment, although the amount withheld shall not be obviously higher than what is necessary to secure the Customer's claim resulting from the breach of contract.

11.5.2 Liquidated damages in the case of delay

If the agreed commencement date or delivery date or other deadline in respect of which the parties have stipulated liquidated damages in Appendix 4, is not complied with, and this is not caused by force majeure or circumstances related to the

Customer, there is a delay on the part of the Contractor that triggers liquidated damages.

If the Contractor is delayed with regard to commencement date or later milestones for which the parties have stipulated liquidated damages, later deadlines shall be extended corresponding to the number of calendar days of the liquidated damages. If the Contractor, through acceleration, manages to meet the milestone commencement date at the originally agreed time, the previously accrued liquidated damages shall be cancelled.

The liquidated damages shall accumulate automatically. The liquidated damages amount to 0.15 per cent of the contract price for the establishment phase, excluding Value Added Tax, for each calendar day of delay, but albeit limited to a maximum of one hundred (100) calendar days. If the delay pertains to a partial delivery, the liquidated damages shall amount to 0.15 per cent of the total consideration (exclusive of Value Added Tax) for the partial delivery in question for each calendar day the delay lasts, but limited to a maximum of one hundred (100) calendar days. If no price has been quoted for the partial delivery in Appendix 7, the liquidated damages shall be calculated based on the partial delivery's relative share of the consideration for the total delivery.

Other rates for liquidated damages, a different calculation basis and other periods for liquidated damages may be agreed in Appendix 4. Unless otherwise is explicitly stated in Appendix 4, total liquidated damages shall not exceed 15 per cent of the contract price.

The Customer shall not have the right to terminate the Agreement for breach for as long as the liquidated damages continue to accumulate. However, this time restriction shall not apply in the case of wilful misconduct or gross negligence on the part of the Contractor or anyone for whom it is responsible.

If only parts of the agreed deliverables are delayed, the Contractor may request a reduction in the liquidated damages proportional to the ability of the Customer to utilise the part of the deliverables that has been delivered.

11.5.3 Financial compensation for failure to achieve the agreed service level

Upon failure to achieve the agreed service level, the Customer may demand financial compensation in accordance with the standardised rates as agreed in Appendix 5.

If the Contractor has not succeeded, despite repeated attempts, in curing the defective operations, the Customer may claim a proportional price reduction.

11.5.4 Termination for breach

If there is a material breach of contract, the Customer may, after having given the Contractor a written notice and granted it a reasonable deadline for remedying the situation, terminate all or part of the Agreement for breach with immediate effect.

The Customer may terminate all or part of the Agreement for breach with immediate effect if the deliverables are materially delayed. There is a material delay if delivery has not taken place by the time liquidated damages reach their maximum limit, or by the expiry of an extended deadline, if this expires later.

The Customer may terminate the Agreement for breach for a partial delivery when the period for the liquidated damages for the specific partial delivery has expired. If the delay is of such a type that the delivery as a whole must be deemed to be substantially delayed, for example, because that which is already delivered or which shall be delivered later cannot be used without that which is covered by the right to terminate for breach, the Customer may terminate the total delivery for breach.

11.5.5 Damages

The Customer may claim damages in respect of any direct loss, including additional costs the Customer incurs due to substitute purchases, any loss caused by additional work and other direct costs in connection with delays, deficiencies or other breaches of contract pursuant to clause 11.1, unless the Contractor demonstrates that the Contractor did not cause the breach of contract or the reason for the breach of contract.

Liquidated damages and standardised financial compensations shall be deducted from any other damages in respect of the same delay.

11.5.6 Limitation of damages

No damages may be claimed in respect of indirect loss. Indirect loss includes, but is not limited to, lost earnings of any kind, lost savings, and claims from third parties, with the exception of liability for damages pursuant to clause 13.4. Loss of data shall be considered an indirect loss with the exception of costs for the reconstruction of data under clause 11.6 and other direct costs incurred by the Customer as a result of the loss of data.

Overall damages over the term of the Agreement are limited to an amount corresponding to the contract price, excluding Value Added Tax.

The damages for a loss that is associated with the establishment phase are limited to an amount corresponding to the contract price of the establishment phase, excluding Value Added Tax.

Overall damages per calendar year for any loss occurring after the delivery date are limited to an amount corresponding to the overall annual consideration in respect of the operational services, excluding Value Added Tax.

The said limitations of damages shall not apply in the case of gross negligence or willful misconduct on the part of the Contractor or anyone for whom the Contractor is responsible.

11.6 RECONSTRUCTION OF DATA

In the event of a loss or the destruction of data, the Contractor shall without undue delay restore or, if necessary, reconstruct the data. Recovery and reconstruction shall take place without additional consideration to the extent that such loss or destruction is caused by circumstances that are the responsibility of the Contractor. Unless otherwise is agreed in Appendices 1 and 2, the Contractor is responsible for costs limited to recovering the data from the last backup copy, as well as for additional costs which accrue if the Contractor has not made a backup copy in accordance with the Agreement. Costs related to the reconstruction of data after the last backup copy made in accordance with the Agreement may otherwise only be charged to the Contractor if the cause of the data loss is the Contractor's negligence. If the cause of the loss of data means that the Customer shall pay for the reconstruction, the Contractor shall clarify the scope with the Customer before the work starts. If reconstruction is necessary for the Customer's solution to function during regular operations, the work shall begin without undue delay while the scope is being clarified.

If it is impossible for the Contractor to reconstruct data alone, data in circumstances as mentioned above shall be reconstructed in cooperation between the parties, or with the assistance of a third party. If the Customer's personnel performs the reconstruction, in part or in full, the Contractor shall cover the direct wage costs and other direct costs incurred, as well as the Customer's disbursements and other direct costs if a third party is used for the work, and any other direct costs in connection with the reconstruction to the extent that the loss or destruction of data is due to circumstances for which the Contractor is responsible.

In the event of the loss or destruction of data that is caused by circumstances related to the Customer, the Customer shall cover the documented additional costs of the Contractor resulting from such circumstances. This shall nevertheless not apply if the reconstruction is made more difficult or more time consuming as a result of the Contractor having failed to observe the procedures for making back-up copies that are agreed. In those cases where the Customer shall cover the additional costs of the Contractor, the Contractor shall keep the Customer informed on an ongoing basis as to what costs are incurred, and the Customer shall have the right to order the Contractor to stop the reconstruction work.

12. BREACH OF CONTRACT ON THE PART OF THE CUSTOMER

12.1 WHAT IS DEEMED TO CONSTITUTE BREACH OF CONTRACT

There is breach of contract on the part of the Customer if the Customer fails to perform its duties under the Agreement.

Nevertheless, there is no breach of contract if the situation is caused by circumstances related to the Contractor, or by circumstances deemed to constitute force majeure.

The Contractor shall give written notice without undue delay after the breach of contract has been discovered or ought to have been discovered.

12.2 NOTIFICATION OBLIGATION

If the Customer is unable to perform its duties under the Agreement, including observing any deadlines, the Customer shall notify the Contractor in writing accordingly as soon as possible. The notice shall specify the reason for the problem and, to the extent possible, when the Customer will again be able to perform the agreed duty.

12.3 CURTAILMENT OF THE RIGHT OF RETENTION ON THE PART OF THE CONTRACTOR

The Contractor shall not suspend any operational services as the result of breach of contract on the part of the Customer, unless the breach is material and as a consequence of this the Contractor terminates the Agreement for breach. The Contractor may, however, not hold suspend operational services if the Customer avails itself of the right to temporary extension of the Agreement against payment in advance as stipulated in clause 4.5.

12.4 TERMINATION FOR BREACH

In the event of payment default, the Contractor may terminate the Agreement for breach if the Customer has failed to settle overdue payments within sixty (60) calendar days of the Customer having received the Contractor's written notice pursuant to clause 8.4.

In the event of other material breach of contract, the Contractor may send written notice to the Customer stating that the Agreement will be terminated for breach unless the Customer has discontinued the breach of contract within sixty (60) calendar days after it received the notice. Termination for breach shall not take place if the Customer has discontinued the breach of contract situation before the expiry of the deadline.

12.5 DAMAGES

The Contractor may claim damages in respect of any direct loss that arises from breach of contract pursuant to clause 12.1, unless the Customer demonstrates that the breach of contract or the cause of the breach of contract is not attributable to the Customer.

The limitation of damages provision of the Agreement, as set out in clause 11.5.6, shall apply correspondingly.

13. INFRINGEMENT OF THE INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES (DEFECT IN TITLE)

13.1 THE RISKS AND RESPONSIBILITIES OF THE PARTIES IN RELATION TO DEFECTS IN TITLE

Each party shall be responsible for ensuring that its deliverables do not infringe the copyrights or other intellectual property rights of third parties, and shall carry all risks in this respect. There is a defect in title if the deliverable entails such infringement.

13.2 THIRD-PARTY CLAIMS

If a third party asserts to one of the parties that the operational service entails a defect in title, the other party shall be informed thereof in writing as soon as possible.

The responsible party shall deal with the claim at its own expense. The other party shall assist the relevant party with this task to a reasonable extent.

The relevant party shall commence and complete the effort of curing defects in title without undue delay, by

- a) ensuring that the other party is able to use the deliverable as before, without infringing any third-party rights, or
- b) providing a corresponding deliverable that does not infringe any third-party rights.

13.3 TERMINATION FOR BREACH

A defect in title that is not cured, and that is of such a nature as to be of material importance to the other party, shall give the other party the right to terminate the Agreement for breach.

13.4 INDEMNIFICATION OF LOSS RESULTING FROM A DEFECT IN TITLE

A party shall be fully indemnified in respect of any liability for damages imposed on it in relation to a third party and any legal costs incurred, including the party's own costs connected to dealing with the case, in connection with a defect in title. The party may also claim damages in respect of other loss pursuant to the provisions of clauses 11.5.5, 11.5.6 and 12.5.

14. SETTLEMENT UPON TERMINATION FOR BREACH

Upon the Agreement being terminated during the establishment phase for breach by the Contractor, the Customer may claim the repayment of all amounts paid, with the addition of interest, at the NIBOR rate plus one (1) per cent, as of the date on which payment was made. If the termination takes place after the commencement date, the Contractor is entitled to retain the operating consideration for the period the operational services have been in regular use by the Customer, with the deduction of a price reduction in accordance with clause 11.5.3, second paragraph.

Upon termination for breach during regular operation, the Contractor shall be entitled to consideration for deliverables that have been provided in a contractual manner prior to the date of termination for breach.

The Customer shall be entitled, if necessary for the activities of the Customer, to utilise the operational services as agreed also after the termination for breach, but shall as soon as possible find an alternative solution to replace the deliverables provided by the Contractor. If the termination for breach was caused by breach of contract on the part of the Customer, the Contractor may make continued utilisation conditional upon the Customer providing satisfactory collateral. Clauses 4.4-4.5 on extension, discharge or transfer of the Agreement, etc., shall apply in the event of termination for breach.

If requested by the Contractor, all systems and all materials owned by the Contractor, whether in an electronic or other format, and irrespective of the medium, shall be handed back or deleted or destroyed in a proper manner. The Contractor may request confirmation from an impartial auditor stating that this has been done. In the event of termination for breach by the Customer, the fee of the auditor shall be paid by the Customer. Otherwise, it shall be paid by the Contractor.

15. OTHER PROVISIONS

15.1 Risk

The risk relating to hardware, infrastructure and software shall be borne by the party that has such equipment or software in its physical possession, or under its control.

15.2 INSURANCE POLICIES

If the Customer is a public body, the Customer shall be self-insured. If the Customer is not self-insured, the Customer will be under an obligation to have insurance policies that are sufficient to cover any claims the Contractor may bring on the basis of the risks or responsibilities assumed by the Customer pursuant to this Agreement, within the limits defined by ordinary insurance terms and conditions.

The Contractor shall hold insurance policies that are sufficient, within the limits defined by ordinary insurance terms and conditions, to meet such claims from the Customer as may arise on the basis of the risks and responsibilities assumed by the Contractor pursuant to this Agreement. This obligation shall be deemed to be met if the Contractor takes out third-party and business insurance on terms and conditions that are deemed to be ordinary within the Norwegian insurance industry.

The Contractor shall, at the request of the Customer, explain and document those of the insurance policies of the Contractor that are of relevance to compliance with this provision.

15.3 ASSIGNMENT OF RIGHTS AND OBLIGATIONS

If the Customer is a public body, the Customer may assign its rights and obligations under this Agreement to another public body. The entity to which the rights and obligations are assigned shall be entitled to corresponding terms and conditions, provided that the rights and obligations under the Agreement are assigned jointly.

The Contractor may only assign its rights and obligations under the Agreement with the written consent of the Customer. The same shall apply if the Contractor is demerged into several companies or in the case of assignment to a subsidiary or another company within the same group, but not if the Contractor is merged with another company. Consent shall not be unreasonably withheld.

The right to assignment in the paragraph above shall only apply if the new contractor meets the original qualification requirements, no other material changes are made to the contract, and the assignment is not made to circumvent the regulations concerning public procurement.

The right to consideration under this Agreement may be assigned freely. Such assignment shall not release the relevant party from its obligations and responsibilities.

15.4 BANKRUPTCY, COMPOSITION WITH CREDITORS, ETC.

In the case of debt rescheduling proceedings, composition with creditors, bankruptcy, or any other form of creditor intervention, in respect of the business of the Contractor, the Customer shall be entitled to terminate the Agreement for breach with immediate effect, unless otherwise is stipulated by mandatory law.

15.5 FORCE MAJEURE

If an extraordinary situation should arise which is outside the control of the parties which makes performance of the duties under this Agreement impossible, and which under Norwegian law must be classified as force majeure, the other party shall be notified of this as soon as possible. The obligations of the affected party shall be suspended for as long as the extraordinary situation prevails. The corresponding obligations of the other party shall be suspended for the same period.

In force majeure situations, the other party may only terminate the Agreement for breach with the consent of the affected party, or if the situation prevails or is expected to prevail for more than ninety (90) calendar days as from the date on which such situation arose, and in such case only with fifteen (15) calendar days' notice. Each of the parties shall cover their own costs associated with the ending of the contractual relationship. The Customer shall pay the agreed price for the part of the deliverables that was performed prior to the Agreement coming to an end. The parties may not present other claims against each other due to the Agreement coming to an end pursuant to this provision.

The parties shall, in connection with force majeure situations, have a mutual disclosure obligation towards each other concerning all matters that must be deemed relevant to the other party. Such information shall be disclosed as soon as possible.

16. DISPUTES

16.1 GOVERNING LAW

The rights and obligations of the parties under this Agreement shall in their entirety be governed by Norwegian law.

16.2 NEGOTIATIONS

Should a dispute arise between the parties as to the interpretation or the legal effects of the Agreement, the parties shall seek to resolve such dispute through negotiations.

If such negotiations do not succeed within ten (10) working days, or a different period agreed by the parties, each of the parties may request that the dispute be brought before an independent expert or submitted for mediation.

16.3 INDEPENDENT EXPERT

The parties shall in connection with the conclusion of the Agreement appoint an independent expert, whose name shall be specified in Appendix 6, and who shall hold such qualifications as the parties believe to be the most appropriate for the Agreement. If this has not been done, the parties may agree on the appointment of an independent expert at the time of a dispute.

The parties shall in advance choose either to

- a) comply with the solution proposed by the expert (binding), or
- b) use the solution proposed by the expert as a basis for reaching a solution themselves (advisory)

The detailed approach to these efforts shall be determined by the independent expert, in consultation with the parties.

16.4 MEDIATION

If a dispute related to this Agreement has not been resolved by negotiations or by an independent expert, the parties may attempt to resolve the dispute through mediation.

Mediation may also be used without the prior use of an independent expert.

The parties may elect to adopt the rules of the Norwegian Bar Association for mediation by advocate, modified, if applicable, to suit the preferences of the parties. The parties should agree on a mediator and who shall hold such qualifications as the parties believe to be the most appropriate in relation to the nature of the dispute.

The detailed approach to the mediation shall be determined by the mediator, in consultation with the parties.

16.5 JOINT RULES FOR INDEPENDENT EXPERT AND MEDIATION

The independent expert and/or mediator shall act impartially and independently in the performance of his or her duties. Prior to accepting an assignment, the expert/mediator shall notify the parties of any potential circumstances that are likely to give rise to a justified suspicion of insufficient impartiality or independence on his or her part. The expert/mediator shall also give the parties such notice during the assignment if the parties have not previously received such information, or if the relevant circumstances arise during the assignment.

At the start of mediation, the expert/mediator shall inform the parties of the basis on which his or her remuneration will be calculated. Unless otherwise agreed, each party shall pay its own costs and half of the costs of the expert/mediator. The expert/mediator has the right to request the parties to pay a sufficient advance to cover the costs and remuneration of the mediator/expert, or to request the parties to provide sufficient security.

The assignment of the independent expert or mediator shall be concluded in one of the following ways:

- a) through a proposed solution from the expert in accordance with clause 16.3, second paragraph,
- b) through a written settlement or agreement between the parties, based on the solution proposed by the expert/mediator,
- c) through the expert/mediator informing the parties that he or she does not deem it appropriate to continue the assignment, or
- d) through a party informing the expert or the mediator that such party wishes to conclude the assignment.

16.6 LITIGATION OR ARBITRATION

If a dispute is not resolved through negotiations, through mediation or by an independent expert, each party may require such dispute to be resolved with final effect before the Norwegian courts of law.

The venue shall be the court of domicile of the Customer.

The parties may alternatively agree that the dispute shall be resolved with final effect through arbitration.
