



SSA-V 2024

Maintenance Agreement

The Norwegian Government’s Standard Agreement for maintenance and servicing of equipment and software – SSA-V

Agreement concerning maintenance and servicing of equipment and software

**An agreement concerning**

[Name of procurement]

**has been entered into between:**

[Enter here]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(hereinafter referred to as the Customer)

**and**

[Enter here]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(hereinafter referred to as the Supplier)

(individually referred to as a Party and jointly as the Parties)

**Place and date:**

[Please enter the place and date]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |
| --- | --- |
| [Customer name][Customer business registration number] | [The Supplier’s name][The Supplier’s business registration number] |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_The Customer’s signature | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_The Supplier’s signature |

This Agreement shall be signed in two copies, one for each Party.

**Enquiries**

All enquiries relating to this Agreement must be directed to the individual or role listed as the authorised representative in Appendix 6.

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# General Provisions

## Scope of the Agreement

This Agreement concerns the delivery of maintenance services for software and any equipment as described in Appendix 1, hereinafter referred to as “the delivery”.

The Customer has specified its needs and requirements in Appendix 1 (The Customer’s specification of needs and specification of requirements) and has specified the software and equipment that will be maintained in Appendix 3 (Equipment and/or software to be maintained).

The Supplier has specified its solution and relevant assumptions for delivery in Appendix 2 (The Supplier’s solution specification).

If, in the opinion of the Supplier, there are obvious errors or ambiguities in the Customer’s specification of requirements, this must be clearly specified in Appendix 2.

The scope and execution of the delivery have been described in further detail in the general agreement text and the appendices, which form part of the Agreement.

“The Agreement” refers to this general agreement text with appendices.

## Appendices to the Agreement

|  |  |  |
| --- | --- | --- |
| All columns must be checked (Yes or No) | Yes  | No |
| Appendix 1: The Customer’s specification of needs and specification of requirements*To be completed by the Customer.* |  |  |
| Appendix 2: The Supplier’s solution specification*To be completed by the Supplier.* |  |  |
| Appendix 3: Equipment and/or software to be maintained*The Customer’s specification of what will be maintained* *To be completed by the Customer* |  |  |
| Appendix 4: Project and progress schedule for the establishment phase*To be completed by the Supplier based on the overall instructions set down by the Customer.*  |  |  |
| Appendix 5: Service level with standardised compensations*To be completed by the Supplier based on the overall instructions set down by the Customer.* |  |  |
| Appendix 6: Administrative provisions*Administrative provisions and other information of relevance to the Parties’ relationship. To be completed by the Supplier based on the overall instructions set down by the Customer in the appendix.*  |  |  |
| Appendix 7: Total price and price provisions*Overview of all price elements linked to the implementation of this Agreement. To be completed by the Supplier based on the overall instructions set down by the Customer in the appendix.*  |  |  |
| Appendix 8: Amendments to the general agreement text |  |  |
| Appendix 9: Changes to the delivery after conclusion of the Agreement |  |  |
| Appendix 10: Standard license terms/standard terms and conditions for the maintenance of third-party software*Copy of or reference to standard terms and conditions.*  |  |  |
| Appendix 11: Data processing agreement*Data processing agreement between the Supplier and the Customer and any other data processing agreements entered into by the Customer in connection with the Customer’s use of standard software other than as included in Appendix 10.* |  |  |
| Other appendices: |  |  |

## Interpretation – Ranking

Amendments to the general agreement text must be collated in Appendix 8, unless the general agreement text refers such amendments to a different appendix. The following interpretation principles shall be used:

1. The general agreement text takes precedence over the appendices.
2. Appendix 1 takes precedence over the other appendices.
3. To the extent that it is clearly and unambiguously stated which clause or clauses have been amended, replaced or added to, the following principles shall apply:
	1. Appendix 2 takes precedence over Appendix 1.
	2. Appendix 8 takes precedence over the general agreement text.
	3. If the general agreement text refers such amendments to an appendix other than Appendix 8, such amendments shall take precedence over the general agreement text.
	4. Appendix 9 takes precedence over the other appendices.
4. The standard license terms set out in Appendix 10 for the maintenance of third-party software shall be binding on the part of the Customer with regard to maintenance requirements, but shall not relieve the Supplier of its obligations under this Agreement to any extent greater than set out in Section 2.4.5 or this Agreement in general.
5. Appendix 11, the Data Processing Agreement, shall take precedence over the general agreement text and other appendices with regard to provisions that are clearly and unambiguously linked to the regulation of personal data protection.

# Implementation of the delivery

## The Parties’ representatives

Upon entering into the Agreement, each Party shall appoint a representative that is authorised to act on behalf of the Party in matters relating to the Agreement. The authorised representatives of the Parties, as well as the procedures and notification deadlines for any replacement of such representatives, shall be further specified in Appendix 6.

## Phases and main milestones under the contract

The Agreement consists of three phases: the establishment phase (Chapter 2.3), the ordinary maintenance phase (Chapter 2.4) and the termination phase (Chapter 2.6).

## Establishment of the maintenance service

### Plan for the establishment phase

In consultation with the Customer, the Supplier shall draw up a plan including specification of the purpose, organisation, activities, detailed plans for progress, etc. in order to establish the maintenance service. The plan shall include a specification of roles and responsibilities, as well as a progress schedule, including the need for information and deliveries from any previous maintenance suppliers. The plan shall fall within the framework set out in Appendix 2.

### Coordination plan

The Supplier shall draw up or submit a coordination plan.

The coordination plan shall be finalised in consultation with the Customer. The coordination plan shall include necessary procedures for coordination between the Customer and Supplier, including:

1. procedures for error handling (see also Section 2.4.5),
2. procedures for change management for the software that is maintained and changes to the platform respectively,
3. any procedures and plans for meetings, and
4. coordination with the Customer’s other suppliers (such as operational service providers).

The coordination plan shall be based on the coordination requirements specified by the Customer in Appendix 6 and the maintenance service requirements specified in Appendix 1.

## Performance of ordinary maintenance

### Scope of the maintenance service

The Supplier shall provide maintenance services for software and equipment as specified in further detail in Appendix 1.

Unless otherwise specified in Appendix 1, the maintenance service shall, as a minimum, include troubleshooting and services necessary to maintain the software’s integration with other software covered under the maintenance service (see Appendix 3).

The delivery shall comprehensively cover the functions and requirements specified in the Agreement.

Appendix 1 can be used to specify how old versions of the software and equipment will be maintained.

### Reporting on maintenance performed

The Supplier shall regularly provide the Customer with an overview report describing the maintenance and services performed. Unless otherwise agreed in Appendix 6, the Supplier’s standard format and level shall be used for such reporting. The reporting requirement can be described in further detail in the coordination plan.

### Updating documentation

To the extent that performed maintenance is of significance to the content in associated documentation, updated documentation shall be provided to the Customer without undue delay. The scope of the requirement to update documentation can be further governed in Appendix 1.

### User support

If the agreement includes user support, the service must be described in Appendix 5. Appendix 5 can also be used to agree which of the Customer’s users or user groups can request support. A maximum annual volume of enquiries included in the fixed price can also be agreed. If the Supplier guarantees to respond by given deadlines, this must be specified in the service level agreement in Appendix 5.

### Managing errors and faults

#### General information about error and fault management

The Customer shall report errors and faults without undue delay. The Supplier shall assist with troubleshooting and bug fixing within the framework defined in Appendix 2 and based on the framework specified in the service level agreement in Appendix 5. If the agreed deadlines are not met, the Customer may claim standard compensation as specified in the service level agreement in Appendix 5.

Unless otherwise agreed in Appendix 5, the following error definitions shall be used:

|  |  |  |
| --- | --- | --- |
| **Level** | **Category** | **Description** |
| **A** | Critical error | Errors that result in the service stopping, data being lost or other functions that, from an objective consideration, are critical to the Customer, not working as agreed. - Documentation is so incomplete or misleading that the Customer is unable to use the equipment or software or significant parts thereof. |
| **B** | Serious error | - Errors that result in functions that, from an objective consideration, are important to the Customer, not working as specified in the agreement and that it would be time and resource-intensive to bypass. - Documentation is so incomplete or misleading that the Customer is unable to use functions that, from an objective consideration, are important to the Customer. |
| **C** | Less serious error | - Errors that result in certain functions not working as agreed but that can be relatively easily bypassed by the Customer. - Documentation is incomplete or inaccurate. |

#### Maintenance agreements with third parties

To the extent that the service includes maintenance of standard software that the Supplier has not developed or maintains or if service elements are otherwise supplied by third parties and the Customer has not entered into maintenance agreements with the software manufacturer, the Supplier shall enter into the necessary agreements with the software manufacturer.

Maintenance terms and conditions agreed between the Supplier and the software manufacturer shall be explicitly specified in a separate chapter in Appendix 2 and copies of the maintenance terms and conditions shall be enclosed as Appendix 10. If the Customer has entered into maintenance agreements with software manufacturers, such maintenance terms and conditions shall be enclosed with the Agreement as Appendix 10.

The Supplier may ask that the Customer invokes or, by further agreement with the Customer, asserts its rights in relation to the software manufacturer in accordance with the standard maintenance agreement for third-party software.

#### Faults or errors in standard software supplied by third parties

In the event that non-conformities in the delivery are due to faults or errors in standard software that requires access to the source code of the standard software to fix and the Supplier has no such access to the source code, the Supplier’s obligation to fix the fault shall be limited to;

* + - 1. reporting the error to the software manufacturer,
			2. seeking to prioritise error correction to the best of its ability,
			3. informing the Customer of the status of troubleshooting and
			4. ensuring correct installation when the fault/error in the standard software has been corrected by the software manufacturer or providing a bug fix/patch to the Customer if the Supplier is not responsible for installation pursuant to Section 2.2.6.

The Supplier shall, to a reasonable extent, seek to identify a temporary solution while the software manufacturer’s troubleshooting is ongoing. The upper financial limit for the Supplier’s duty to prepare temporary solutions to cover errors in standard software can be agreed in Appendix 7.

If faults/errors covered by the fourth paragraph of this provision (faults/errors in standard software that requires access to source code to correct) lead to delays or deviations from the agreed service requirements in Appendix 5, the Supplier shall not be responsible for the part of the deviation that can be attributed to the fault/error in standard software, including inadequate bug fixing on the part of third parties.

Nevertheless, the Supplier shall be responsible for delays and deviations from the agreed service level that are caused by the Supplier having neglected its duty to follow up on troubleshooting and install or provide bug fixes/patches as specified in paragraph four.

### Installation of software patches/bug fixes

The Supplier is responsible for installing software patches/bug fixes unless it has been specified in Appendix 1 that this will be done by the Customer or the Customer’s operational service provider. The installation of software patches/bug fixes shall be in accordance with the installation schedule for new versions in Section 2.4.7, second paragraph. The installation of software patches/bug fixes shall be included in the fixed payment, unless separately priced in Appendix 7.

If it has been agreed in Appendix 5 that the Supplier can fix a bug by sending or providing a bug fix to the Customer, this shall take place in accordance with the procedures agreed in Appendix 5. In this case, the Supplier shall provide the Customer with instructions on how to install the patch/bug fix. The Customer shall install patches/bug fixes or similar as soon as practically possible or as instructed by the Supplier. Any deadlines shall be specified in Appendix 5.

If the fix consists of a new version of the software, the new version shall also be included in the fixed maintenance price. The Supplier may only correct faults/errors by delivering a new version if the Customer is able to use the new version with the Customer’s existing technical platform. If the new version requires upgrades to the Customer’s technical platform or changes to the Customer’s other systems, the Customer shall be entitled to request that the fault/error be corrected in another way unless otherwise specified in Appendix 1.

### New versions

New versions of software specified in Appendix 3 shall be included under the Agreement unless otherwise specified in Appendix 1 and 2. New versions shall be included in the fixed maintenance price unless separately priced in Appendix 7 (e.g. major upgrades).

The Supplier shall notify the Customer when a new version of software becomes available to the Customer. The Customer shall be entitled to request assistance from the Supplier to install the new version. Unless otherwise specified in Appendix 7, installation work shall be undertaken in accordance with the Supplier’s hourly rates for such work as specified in Appendix 7.

Any modifications carried out for the Customer in the version that will be replaced shall be implemented by the Supplier in the new version before it is made available to the Customer. Unless otherwise specified in Appendix 7, modification and implementation shall be undertaken in accordance with the Supplier’s hourly rates for such work as specified in Appendix 7.

The Supplier shall be obliged, for at least four years after the conclusion of the agreement, to regularly make available new versions of software, etc. under this Agreement, cf. Appendix 3 so that the Customer can follow the recommended upgrade pace with regard to new versions of commonly used software included in the Customer’s technical platform. Specific deadlines can be agreed in Appendix 5 and software excluded from this provision can be specified in Appendix 5.

### Further development

The Customer may order further development of software under the maintenance agreement within the framework specified in Appendix 1, including development of moderate additions.

Such further development work shall be charged at the Supplier’s ordinary hourly rate as specified in Appendix 7 unless another pricing model has been specified in Appendix 7. The Parties shall agree on a progress schedule for such development work and associated acceptance criteria.

Any software developed under this provision shall form part of the software maintained under this agreement. If the maintenance charge will be changed, this shall be clearly specified in the agreement concerning the development assignment.

### Supplementary purchases

Throughout the term of the agreement, the Customer may make supplementary purchases and obtain license expansions to the extent this falls under and is necessary to maintain or achieve the overall goal of the delivery as described in Appendix 1.

“Supplementry purchase” refers to replacement or supplementation of equipment included in the solution that is maintained when such replacement or supplementation is necessary to ensure that the solution remains reliable or up-to-date, as well as in connection with expansions to new locations and similar.

The same shall apply to replacements necessary to fulfil new regulatory requirements or statutory requirements relating to the solution that is being maintained.

“License expansions” refers to the right to use existing software (including new versions) for more users, instances, locations or to a greater scope than originally agreed and the purchase of new licenses when such licenses are necessary to ensure continued integration with the overall solution or to fulfil new regulatory requirements or statutory requirements relating to the solution that is maintained or to supplement the solution within the framework of the goals set out in Appendix 1.

In the event of supplementary purchases and license expansions, the Customer shall pay the Supplier’s list price on the purchase date, less the discount specified in Appendix 7.

When expanding existing licenses, the Customer’s existing agreement concerning the right of use to the license in question shall apply, unless otherwise agreed in each case.

For the purchase of new licenses in accordance with paragraph three, the licenser’s standard terms and conditions for such purchases shall apply, unless otherwise set out in other agreements or agreed in each case.

Equipment and software acquired under this provision shall form part of what is maintained under this agreement. If the maintenance charge will be changed, this shall be clearly specified in the agreement for supplementary purchases or license expansions.

### Additional services

The Customer shall have the opportunity to order additional services that are naturally linked to maintenance, such as periods of enhanced emergency response, monitoring, assistance with the testing of changes and new versions, etc. The services and associated price shall be described in the Supplier’s service directory, which forms part of Appendix 7.

Additional services shall be recorded in Appendix 9.

## Reporting

If a service level has been agreed in Appendix 5, the Customer shall receive regular reports documenting that the Delivery maintains the agreed level and any non-conformities.

Unless otherwise agreed, reporting shall take place monthly. Reporting shall cover all significant factors relating to adjustments to the service level. How the service level is measured shall be specified in the report. In addition, the report shall include:

1. The number of reported errors including a description and specification of response time and how long it took to fix.
2. Description of any upgrades and other modifications carried out during the reporting period.
3. If user support is part of the agreement, the number of user support enquiries, including a description and specification of response time and outcomes.

## Termination of all or parts of the Delivery

### General information about the termination of the Agreement

These termination provisions shall apply when a Delivery is terminated in full or in part in accordance with the provisions set out in relation to termination and cancellation in this Agreement.

The maintenance service shall remain in full effect during the termination period, regardless of the grounds for termination.

Additionally, the Customer shall be entitled to follow-up assistance for up to 60 (sixty) days after the maintenance service has been established with a new supplier or the Customer itself, even if this takes place after the Agreement has terminated.

### Termination schedule

The Customer shall draw up a progress schedule for the termination period, referred to as the “termination schedule”. The Customer may permit a new supplier to draw up such a schedule on behalf of the Customer.

Without undue delay, the Supplier shall assist with:

1. the information and expertise required for the Customer to draw up such a schedule,
2. input on specific activities required on the part of the Supplier,
3. timeframes for activities and otherwise describe the necessary interactions between the Supplier and the Customer in connection with termination
4. Furthermore, the Supplier shall ensure that the Customer receives access to the necessary information from any of the Supplier’s subcontractors without undue delay.

### Other obligations on the part of the Supplier

Upon termination of the Agreement, the Supplier shall, as part of the Delivery, provide the necessary services during the termination period and cooperate with any new suppliers so that the necessary actions can be implemented with as minimal disruption as possible to the Customer’s business activities. Upon termination of the Agreement, the Supplier shall, as part of the Delivery, provide the necessary services during the termination period and cooperate with any new suppliers so that the necessary actions can be implemented with as minimal disruption as possible to the Customer’s business activities.

The Supplier shall also be obliged to contribute to the necessary transfer of expertise to the new maintenance supplier, with consideration for the nature of the service. The Supplier shall assist the Customer in connection with preparations to enter into such new agreements and deliver the information necessary for such preparations. The Supplier shall not be required to assist with fundamental transfer of expertise or transfer of expertise or information relating to the Supplier’s business secrets.

The Supplier shall, without undue delay, supplement and update maintenance documentation and transfer to the Customer all data and materials the Supplier has in its possession that belong to the Customer.

### Payment in connection with the termination of the Agreement

The Customer shall be obliged to pay for the services mentioned in this provision in accordance with the Supplier’s hourly rates as specified in Appendix 7 or in accordance with any separate prices for such services as specified in Appendix 7. However, the Customer shall not be required to make such payments if the Agreement is terminated due to material breach on the part of the Supplier.

In order to allow for any sanctioning due to inadequate service in connection with the termination of the Agreement, the Customer shall be entitled to withhold an amount corresponding to 1 (one) month’s payment for up to 2 (two) months after the termination of the Agreement.

# Changes after conclusion of the Agreement

If, after entering into the Agreement, the Customer needs to amend the requirements relating to the Delivery or the Agreement in general, the Customer may request an change agreement.

The Supplier may request adjustments to payments or schedules resulting from the change. Requests for adjusted payments or schedules must be submitted no later than at the same time that the Supplier responds to the Customer’s request for an change agreement.

Amendments to the Agreement shall be made in writing and shall be signed by the Parties’ authorised representatives. The Supplier shall keep an ongoing directory of amendments, which shall constitute Appendix 9, and shall provide the Customer with an updated copy without delay.

# Duration, cancellation and temporary extension

## Duration

The Agreement shall enter into force on the date on which it is signed by the Parties. The effective date shall be specified on the front page of the Agreement.

Unless another duration or start date has been agreed in Appendix 4, the Agreement shall remain in effect for 3 (three) years from the date specified on page two of the Agreement (start date).

The Agreement shall subsequently renew automatically for 1 (one) year at a time, unless terminated by the Customer subject to a notice period of 3 (three) months before the renewal date. The Supplier may terminate the Agreement subject to a notice period of 12 (twelve) months before the renewal date.

If the Supplier delivers maintenance for significant parts of the software covered by the Agreement, termination shall be subject to a notice period of 24 (twenty-four) months and may take place no earlier than after 4 (four) years, which means that the total term of the Agreement is a minimum of 6 (six) years.

## Cancellation

The Customer may cancel the Delivery under this Agreement in full or in part subject to a written notice period of 3 (three) months.

In the event of such cancellation, the Customer shall pay the amount stipulated in Appendix 7 for cancellations during this phase or, if such an amount has not been stipulated:

1. the amount owed to the Supplier for the part(s) of the Delivery that have already been completed
2. the Supplier’s necessary and documented direct costs linked to redistribution of personnel
3. other documented direct costs incurred by the Supplier as a result of the cancellation, including expenses and costs that the Supplier incurred before the cancellation was received and that the Supplier cannot otherwise utilise in other contexts.

In addition, the Customer shall pay a cancellation fee of 4 (four) per cent of the annual payment.

In the event of partial cancellation, the cancellation fee shall be calculated on the basis of the cancelled part’s share of the contract sum. The consequences of partial cancellation for the outstanding parts of the delivery, including the impact on the contract sum, shall be managed as a change in accordance with the provisions set out in Chapter 3.

The total cancellation fee cannot exceed the rest of the amount that the Supplier would be entitled to until the next ordinary renewal of the Agreement.

## Temporary extension of the Agreement

The Supplier shall be obliged to extend the Agreement on equal terms for up to 6 (six) months after the expiration of the Agreement if requested by the Customer. The Customer shall issue the Supplier with notice of such a request no later than 60 (sixty) days before the expiration of the Agreement.

If the Customer terminates the Agreement due to breach on the part of the Supplier, such aforementioned notice may be provided at the same time as notice of termination. If the termination of the Agreement is due to the Supplier terminating due to breach on the part of the Customer, such notice may be provided within 1 (one) week of the Customer receiving notice of termination. In these cases, the Customer’s right to an extension shall be subject to the Customer making advance payment for the extended period as specified in the first paragraph above.

# The Parties’ obligations

## Overall responsibilities

### The Supplier’s responsibility for the delivery – general

The Supplier shall be responsible for ensuring that the overall delivery (the complete solution) covers the functions and requirements specified in the Agreement.

The Supplier shall ensure that the personnel responsible for maintenance and servicing have the necessary expertise.

### The Customer’s responsibilities and contributions

The Customer shall be responsible for day-to-day servicing. This includes security back-ups of software and data and ensuring that equipment and software are used and stored as prescribed by the equipment or software supplier.

The Customer shall facilitate the Supplier performing its duties, for example by providing the Supplier with the necessary access, physically and/or electronically, and by ensuring that the Customer’s other suppliers provide the necessary information and access to the Supplier.

## Requirements relating to resources and expertise

### The Supplier’s responsibilities for its resourcees

The Supplier shall ensure that the delivery is implemented using adequate qualitative and quantitative resources and expertise based on the requirements set out in the Agreement.

###  Key personnel

Resources specified as key personnel in Appendix 6 shall, within the framework of the Supplier’s management prerogative as an employer, not be replaced without the prior approval of the Customer. Such approval shall not be denied without justified grounds. The actual participation of key personnel in the implementation of the delivery cannot be reduced without the Customer’s prior approval.

## Use of subcontractors and third parties

### The Supplier’s use of subcontractors

If the Supplier uses a subcontractor that contributes directly to the Delivery under this Agreement, the Supplier shall be fully responsible for the execution of the subcontractor’s duties as though the Supplier was executing the duties itself. The Supplier’s subcontractors that have been approved by the Customer are listed in Appendix 6.

Software manufacturers of standard software, for which the standard terms and conditions for maintenance of third-party software have been included in Appendix 10 shall not be considered subcontractors.

The Supplier may not replace subcontractors that contribute directly to the Delivery without prior written consent from the Customer, unless otherwise agreed in Appendix 6.

Nevertheless, the Customer cannot refuse such replacements without justified grounds.

### The Customer’s use of third parties

The Customer shall be free to engage third parties for assistance in connection with the execution of its duties under this Agreement. The Customer shall be fully responsible for the execution of these duties in the same way as if the Customer itself was executing these duties.

The Customer’s third parties are listed in Appendix 6. The Supplier shall be notified of any changes to or selection of new third parties on the part of the Customer.

The Supplier shall cooperate with the Customer’s other suppliers and third parties, including any operational service providers and suppliers of third-party software covered under the maintenance agreement as necessary for the execution of the Agreement. Such cooperation shall be described further in the coordination plan, cf. Section 2.3.2.

Nevertheless, the Supplier shall be relieved of such duties if it can demonstrate that such collaboration would entail a significant disadvantage to its existing subcontractors or other business associates or it can demonstrate that this would entail a significant business disadvantage on the part of the Supplier.

## Meetings

If deemed necessary by a Party, the Party may, subject to a notice period of at least 3 (three) working days, convene a meeting with the other Party to discuss the contractual relationship and the way in which the Agreement is being executed.

Other deadlines and procedures for meetings can be agreed in Appendix 6.

## Pay and working conditions

### General

The following shall apply to agreements subject to the regulations of 8 February 2008 no. 112 on pay and working conditions in public contracts:

1. In areas covered by the regulations on general collective agreements, the Supplier shall ensure that its own employees and employees of any subcontractors that contribute directly to the fulfilment of the Supplier’s obligations under this Agreement do not have worse pay and working conditions than what follows from the regulations under which the collective agreement has been applied.
2. In areas not covered by the regulations on general application of collective agreements, the Supplier shall ensure that the same employees do not have worse pay and working conditions than what follows from the applicable nationwide collective agreement for the industry in question.

This applies to work performed in Norway.

All agreements entered into by the Supplier that involve the execution of work that contributes directly to the fulfilment of the Supplier’s obligations under this Agreement shall include corresponding conditions.

### Documentation

Upon written request from the Customer, the Supplier shall submit documentation of the pay and working conditions that are applied. The Customer and Supplier may separately require that information be presented to an independent third party that the Supplier has commissioned to examine whether the requirements set down in this provision have been met. The Supplier may require the third party to have also signed a declaration stating that the information shall not be used for purposes other than ensuring the fulfilment of the Supplier’s obligations under this provision. This documentation requirement shall also apply to subcontractors.

Upon written request and subject to a reasonable deadline, the Supplier shall be required to document the pay and working conditions of its own employees, as well as any subcontractors’ employees (including contractors) who directly contribute to the fulfilment of the contract.

In the event of a breach of the documentation duty, the Customer shall be entitled to impose a daily penalty that shall not be less than NOK 1,500 per day. Higher daily penalties can be agreed in Appendix 6.

In the event that the Norwegian Labour Inspection Authority imposes orders upon the Supplier or subcontractors relating to pay and/or working conditions, the Supplier shall inform the Customer by providing a copy of the order without undue delay. If the Supplier or any subcontractor fails to rectify the conditions covered by the order by the deadlines set out by the Norwegian Labour Inspection Authority, the matter shall be considered breach of contract.

### Non-compliance

In the event of non-compliance with the requirements relating to pay and working conditions, the Supplier shall remedy the matter. In the event of non-compliance on the part of a subcontractor (including staffing companies), the duty to remedy shall be limited to any requests submitted in writing within three months of the salary due date for claims arising both under general collective agreements and nationwide collective agreements. The conditions and limitations arising from Section 13 of the act relating to general application of wage agreements etc. of 4 June 1993 shall apply in both cases.

If the Supplier fails to comply with this requirement, the Customer shall be entitled to withhold parts of the contract sum, corresponding to 2 (two) times the Supplier’s saving. The right to withhold shall lapse as soon as remediation pursuant to the previous paragraph has been documented.

Compliance with the Supplier’s requirements as mentioned above shall be documented in Appendix 6. If documentation has been submitted before an independent third party, a statement from the third party may be accepted as documentation of compliance between the collective agreement in question and the actual pay and working conditions to demonstrate compliance with the Supplier’s and any subcontractors’ obligations.

Further details concerning the implementation of this Section 5.5 may be agreed in Appendix 6.

## Duty of confidentiality

Information that the Parties become aware of in connection with the Agreement and the execution of the Agreement shall be treated confidentially and shall not be disclosed to third parties without the consent of the other Party unless there are no legitimate interests that dictate that the information should be kept secret. Third parties refers to anyone that does not have a substantive need for access to the information in order to perform their duties under the Agreement.

If the Customer is a public sector enterprise, the Customer’s duty of confidentiality under this provision shall be no more extensive than what arises from the Act of 10 February 1967 on public administration (Public Administration Act) or equivalent sector-specific regulations.

The duty of confidentiality under this provision shall not interfere with statutory rights of access to information.

The duty of confidentiality shall apply to the Parties’ employees, subcontractors and other parties contributing to or acting on behalf of the Parties in connection with the execution of the Agreement.

The duty of confidentiality shall lapse five (5) years after the termination of the Agreement, unless otherwise agreed in Appendix 6 or stipulated by laws or regulations.

## Written form requirements

All notifications, claims or other messages linked to this Agreement shall be issued in writing to the postal address or electronic address specified in Appendix 6 for the enquiry type in question.

# Payment and terms of payment

## Payment

All prices and further terms and conditions for the payment due from the Customer for the delivery shall be specified in Appendix 7.

Expenses, including travel and per diem expenses, shall be covered only to the extent agreed. Any such agreed travel and per diem expenses shall be specified separately and shall be covered in accordance with the government’s applicable rates, unless otherwise agreed. Travel time shall be covered only if agreed in Appendix 7.

Unless otherwise specified in Appendix 7, all prices shall be stipulated in Norwegian kroner, exclusive of value-added tax but inclusive of customs duties and other taxes.

If, in the opinion of the Supplier, maintenance and servicing not covered under the Agreement are required, prior consent shall be obtained from the Customer if such maintenance will be invoiced in addition to the price agreed in the Agreement.

## Invoicing

Ongoing payment shall be made by invoice after 30 (thirty) days, initially no earlier than 30 (thirty) days after the maintenance agreement enters into force.

If special price and/or payment terms will apply to the Agreement, this shall be specified in Appendix 7.

The Supplier’s invoices shall be itemised and documented so that the Customer can easily verify the invoice in relation to the agreed payment. All invoices for hours elapsed shall be accompanied by a detailed specification of the hours accrued. Expenses shall be specified separately.

If the Customer is a public sector enterprise, the Supplier shall be required to use electronic invoicing in an approved standard format in accordance with the regulations dated 2 April 2019 concerning electronic invoicing in public procurements.

If the Supplier is unable to fulfil the requirements concerning the use of electronic invoices, the Customer may withhold payment until an electronic invoice in an approved standard format is submitted. The Customer shall notify the Supplier of this without undue delay. If such a notification has been issued, the payment deadline shall run from the date on which the electronic invoice is submitted in an approved standard format.

If the information contained in the invoice or invoice specification includes information that is subject to statutory confidentiality and there will be a risk of disclosure of such information, the electronic invoice requirements may be waived, unless there are satisfactory technical security solutions that can ensure that confidentiality is maintained.

The Supplier shall bear any costs associated with electronic invoicing itself.

The payment schedule and other terms of payment shall be specified in Appendix 7.

## Interest on overdue payment

If the Customer fails to make payment at the agreed time, the Supplier shall be entitled to interest on the amount overdue for payment pursuant to the act of 17 December 1976, no. 100 relating to interest on overdue payments, etc.

## Payment default

If overdue payment plus interest is not made within 30 (thirty) days of the due date, the Supplier may issue written notice to the Customer that the Agreement will be terminated if settlement has not been made within 60 (sixty) days of the notice having been received.

The Agreement cannot be terminated if the Customer settles the overdue payment plus interest by the expiration of the deadline.

## Price changes

### Index adjustment

The hourly price for services, ongoing payment and other prices may be changed at the end of each year in accordance with the increase in Statistics Norway’s consumer price index (the total index), initially based on the index for the month in which the Agreement was entered into, unless another index has been agreed in Appendix 7.

### Changes to public fees

The Supplier’s prices can also be changed to the extent that rules or decisions on public fees are changed with effect on the Supplier’s payment or costs. The Supplier must submit and document such requirements in writing.

# External legal requirements, data protection and security

## External legal requirements and initiatives – general

In Appendix 1, the Customer shall identify any legal or party-specific requirements that are of relevance to the conclusion and execution of this Agreement. The Customer shall be responsible for specifying relevant functional, safety and security requirements applicable to the delivery in Appendix 1.

In Appendix 2, the Supplier shall describe how the Supplier will comply with these requirements in its solution.

Each Party shall be responsible for following up on its respective duties pursuant to such legal requirements.

In general, each Party shall cover the costs associated with legal requirements relating to the Party and its activities. In the event of changes to legal requirements or statutory requirements relating to the Customer’s business activities that entail a need for changes to the delivery after conclusion of the Agreement, any costs incurred in connection with changes and additional work shall be covered by the Customer, cf. Chapter 3.

## Information security

The Supplier shall take proportionate measures to fulfil the requirements relating to information security in connection with its implementation of this Agreement.

This means that the Supplier shall take proportionate measures to ensure the confidentiality of the Customer’s data, as well as initiating measures to ensure that data is not inadvertently disclosed to and does not end up in the hands of unauthorised parties. Inadvertent access shall also apply to access by the Supplier’s employees or others who do not require access to the data when undertaking work on behalf of the Customer.

The Supplier shall implement proportionate measures to ensure that the Supplier, in implementing its deliveries, does not unintentionally change or delete data in the Customer’s systems or increase the risk of attacks by viruses and other malware in such systems.

To the extent that the Supplier grants access to the Customer’s data to subcontractors, the Supplier shall ensure that corresponding obligations are imposed on these subcontractors to those set out in this provision.

If the Customer has further requirements for information security management on the part of the Supplier, these shall be specified in Appendix 1.

## Personal data

### Duty to enter into data processing agreements

If the Supplier will process personal data on behalf of the Customer, the Customer and Supplier shall be required to enter into a data processing agreement in accordance with the general data protection regulation (GDPR) and any sector-specific personal data legislation relevant to the Supplier’s activities.

A draft data processing agreement has been enclosed as Appendix 11. If a separate data processing agreement is entered into between the software manufacturer and the Customer, this shall be explicitly specified in Appendix 10 and any data processing agreements included as part of standard terms and conditions for the maintenance of third-party software shall apply.

The data processing agreement shall be entered into before any processing of personal data may commence.

### Other duties

#### General

Personal data that is processed under this Agreement shall not be entrusted to other parties for storage, processing or deletion without the prior special or general written consent of the Customer. Pre-approved subcontractors shall be specified in Appendix 6.

The Supplier shall ensure that any subcontractors used by the Supplier that process personal data assume corresponding obligations to those set out in this provision.

Personal data shall not be transferred to countries outside the EU/EEA without a legal basis for transfer and documentation demonstrating that the conditions for the application of the basis for transfer have been met. In such cases, this shall be documented by the Supplier in Appendix 11.

#### Compensation resulting from GDPR violations

The Parties’ liability for damages that affect data subjects or other natural persons and that result from violation of the GDPR (Regulation 2016/679), the Norwegian Personal Data Act and regulations or other regulations that implement the GDPR shall be in accordance with the provisions of Article 82 of the GDPR.

The limitation of liability in Clause 9.5.2 shall not apply to liability resulting from Article 82 of the GDPR.

The Parties shall be individually liable for administrative fines imposed in accordance with Article 83 of the GDPR.

# Rights of ownership and use

## Right of ownership to equipment

The Customer shall receive the same right to new equipment delivered under this Agreement as the original equipment unless otherwise agreed in Appendix 7.

## Rights to data

The Customer (and its rightsholders) shall retain the rights to all data that is collected, transferred, edited, stored or otherwise processed under this Agreement. The same shall apply to the results of the processing of such data.

The Supplier shall have access to data as mentioned above solely to the extent necessary for the Supplier to fulfil its obligations under the Agreement.

Under no circumstances shall the Supplier be entitled to exercise withholding rights relating to the Customer’s data.

## Right of use to software , documentation etc.

### Right of use

The Customer shall have right of use to software in accordance with the agreement on right of use. If maintenance is carried out through the replacement of software, the Customer shall have the same rights to new software as to the replaced software.

The Customer shall have right of use to documentation and reports received by the Customer in accordance with the agreement on right of use.

If there is no such agreement, the Customer shall have the right of use necessary to use documentation for its own business activities and for the necessary cooperation with the Customer’s contractual parties. When documentation and reports are updated, the Customer shall have the same rights to updated documentation and reports as the original versions.

### Extended right of use to modifications and software extensions developed on behalf of the Customer

The Customer shall be granted a non-time-restricted, royalty-free and non-exclusive right to exploit changes and software extensions developed or modified especially for the Customer (extended right of use) in accordance with this Agreement.

Extended right of use shall include the right to use, copy, modify and further develop modifications, either independently or using a third party. The Customer shall have the right to grant a corresponding extended right of use to other public sector enterprises.

Source code with associated specifications and documentation relating to development and modifications shall be submitted to the Customer within 10 (ten) working days of the modification or software extension being approved by the Customer, unless otherwise agreed on a case-by-case basis.

# Breach of contract

## What is considered breach of contract

### The Supplier’s breach of contract

A breach of contract on the part of the Supplier shall be deemed to exist if the delivery is not in accordance with what has been agreed and/or the Supplier fails to fulfil its other obligations under this Agreement.

Material breach shall be deemed to exist if the delivery and/or other factors for which the Supplier is responsible under this Agreement deviate significantly from what has been agreed or are significantly delayed.

Breach of contract shall not be deemed to exist if the situation is due to circumstances for which the Customer is responsible or force majeure, see Section 10.4.

The Customer shall lodge any complaints without undue delay after the breach of contract has been or should have been discovered.

### The Customer’s breach of contract

Breach of contract on the part of the Customer shall be deemed to exist if the Customer fails to fulfil its obligations under this Agreement.

However, breach of contract shall not be deemed to exist if the situation is due to circumstances for which the Supplier is responsible or force majeure.

The Supplier shall lodge any complaints without undue delay after the breach of contract has been or should have been discovered.

## Notification requirement

### The Supplier’s notification requirement

In the event that the Supplier is unable to fulfil its obligations as agreed, the Supplier shall notify the Customer in writing without undue delay.

The notification shall specify the cause of the issue and, if at all possible, specify when the different parts of the delivery will be delivered or made available. The same shall apply if further delays must be expected after the initial notice has been issued.

### The Customer’s notification requirement

If the Customer is unable to fulfil its obligations under the Agreement, the Customer shall notify the Supplier of this in writing as soon as possible.

The notification shall specify the cause of the issue and, to the extent possible, specify when the Customer will be able to fulfil its obligations again. The same shall apply if further delays must be expected after the initial notice has been issued.

## Remedial action in respect of breach of contract

### The Supplier’s remedial action in the event of breach of contract

The Supplier shall commence and complete the work to remedy the Supplier’s breach of contract without undue delay.

One goal of remediation shall be for the delivery or other obligations for which the Supplier is responsible under this Agreement to fulfil the agreed requirements and specifications and otherwise be in accordance with what was agreed.

### The Customer’s remedial action in the event of breach of contract

The Customer shall commence and complete the work to remedy the Customer’s breach of contract without undue delay.

The Customer shall be responsible for remedying any breach of contract in such a way that any matters for which the Customer is responsible under this Agreement are in accordance with what was agreed.

## Sanctions in the event of breach of contract

### Price reductions

If, despite repeated attempts, the Supplier is unable to remedy the breach, the Customer may request a proportionate reduction in price.

### Right to withhold

#### The Customer’s withholding of payment

In the event of breach of contract on the part of the Supplier, the Customer may withhold payment, but not obviously more than what is necessary to secure the Customer’s claims resulting from the breach of contract.

#### Limitations to the Supplier’s right to withhold

The Supplier may not withhold the delivery as a result of the Customer’s breach of contract unless the breach of contract is material.

### Standardised compensation and hourly penalties

In the event of deadlines being exceeded or other non-fulfilment on the part of the Supplier, the Customer shall be entitled to standardised compensation as set out in Appendix 5.

If no standardised compensation has been agreed in Appendix 5, the Customer may request hourly penalties pursuant to the provisions set out below:

If the agreed deadlines for correcting A or B errors are not met and this is not due to force majeure or factors for which the Customer is responsible, a delay shall be deemed to exist on the part of the Supplier that provides grounds for hourly penalties.

The hourly penalty shall accrue automatically and constitutes 0.2% of the total annual payment, excluding value-added tax, for each commenced hour for which the delay persists. The hourly penalty shall accrue only during ordinary working hours and cannot exceed 5% of the annual price per breach and a maximum of 15% of the annual price per year.

Other hourly penalties and other accrual periods for hourly penalties, as well as the services to which hourly penalties apply, may be agreed in Appendix 5.

If only parts of the maintenance are delayed, the Supplier may request that the hourly penalty be decreased in proportion to the Customer’s ability to use equipment and software.

The Customer cannot terminate the Agreement while hourly penalties are running. However, this time limit shall not apply if the Supplier is guilty of gross neglect or wilful intent.

### Termination

In the event of material breach of contract, the Customer may, after providing the Supplier with reasonable written notice to rectify the matter, terminate the Agreement in full or in part with immediate effect.

The Customer may terminate all or parts of the Agreement with immediate effect if hourly penalties reach the upper limit of 15% in a year.

## Compensation

### The Parties’ claims for compensation

The Parties may claim compensation for any direct loss, including additional costs incurred by the Parties due to cover purchases, losses incurred due to additional work and other direct costs incurred in connection with delays, defects or other breach of contract arising from breach on the part of the other Party.

Any accrued hourly penalties and standardised compensation shall be deducted from any compensation for the same delay/breach.

Each Party shall, to the best of their ability, implement loss-mitigating measures in accordance with the general rules relating to loyalty in contractual relationships.

### Limitation of compensation

The Parties cannot claim compensation for indirect losses. Indirect losses include but are not limited to lost earnings of any kind, lost savings and claims from third parties, with the exception of any imposed liability for compensation for legal defects.

Loss of data shall be considered indirect loss, with the exception of additional costs incurred in connection with the reconstruction of data and other direct costs incurred by the Customer as a result of data loss.

The total compensation per calendar year is limited to an amount corresponding to the total annual payment under the Agreement, excluding value-added tax.

Nevertheless, these compensation limitations shall not apply if the defaulting Party or anyone for which it is responsible, has acted with gross negligence or wilful intent.

# Other provisions

## Insurance

### The Customer’s insurance

If the Customer is a public sector enterprise, the Customer shall be a self-insurer. The Customer shall take out the necessary insurance to cover any claims from the Supplier that arise in relation to the Customer’s risk or liability under this Agreement within the framework of general terms and conditions of insurance if the Customer is not a self-insurer.

###  The Supplier’s insurance

The Supplier shall take out the necessary insurance to cover any claims from the Customer that arise in relation to the Supplier’s risk or liability under this Agreement within the framework of general terms and conditions of insurance. This obligation shall be deemed to have been satisfied if the Supplier takes out liability and risk insurance on terms and conditions that are considered common within Norwegian insurance activities.

Upon request from the Customer, the Supplier shall describe and document any of the Supplier’s insurance that is relevant to the fulfilment of this provision.

## Transfer of rights and obligations

### The Customer’s transfer

If the Customer is a public sector enterprise, the Customer may transfer its rights and obligations under this Agreement to another public sector enterprise.

The enterprise that assumes the rights and obligations under such a transfer shall be entitled to similar terms, provided that the rights and obligations under the Agreement are transferred collectively.

### The Supplier’s transfer

The Supplier may only transfer its rights and obligations under the Agreement subject to the written consent of the Customer.

This shall also apply if the Supplier is divided into multiple undertakings or if the transfer is made to a subsidiary or other undertaking within the same group, but not if the Supplier merges with another company. Consent shall not be refused without justified grounds.

If the Customer is a public sector enterprise, the Supplier’s right to transfer in the section above shall apply only if the new supplier meets the original qualification requirements, there are no other material changes to the contract and transfer does not take place for the purpose of circumventing the regulations relating to public procurements.

The right to remuneration under this Agreement may be freely transferred. Such transfer shall not relieve the transferring party from its obligations and liabilities.

## Bankruptcy, composition of debt, etc.

In the event that debt negotiations or composition of debt or bankruptcy proceedings are opened in connection with the Supplier’s activities or if other forms of creditor control apply, the Customer shall be entitled to terminate the Agreement with immediate effect, unless otherwise provided for in mandatory law.

## Force majeure

In the event of an extraordinary situation that falls outside the Parties’ control and that makes it impossible or disproportionately difficult to fulfil obligations under this Agreement and that must be considered force majeure under Norwegian law, the counterparty shall be notified of the matter as soon as possible.

The affected Party’s obligations shall be suspended for as long as the extraordinary situation persists. The other Party’s return service shall be suspended for the same period of time.

In force majeure situations, the counterparty may only terminate the Agreement subject to the consent of the affected Party or if the situation persists or is expected to persist for more than 90 (ninety) calendar days, calculated from the time at which the situation arose and then only subject to a notice period of 15 (fifteen) calendar days.

Each Party shall cover its own costs associated with the termination of the Agreement. The Customer shall pay the agreed price for the part of the delivery that had been contractually delivered before the Agreement was terminated. The Parties may not raise any other claims against one another as a result of termination of the Agreement under this provision.

In connection with force majeure situations, the Parties shall have a mutual duty to provide information to each other regarding all matters that must be assumed to be of importance to the other Party. Such information shall be provided as soon as possible.

## Risk associated with equipment, etc.

The Customer shall bear the risk for equipment and software covered under the Agreement, cf. Appendix 3. The Supplier shall bear the risk for other equipment or software, e.g. spare equipment located with the Customer unless otherwise agreed.

# Disputes

## Negotiations and mediation

In the event of any disputes between the Parties concerning the interpretation or legal effects of this Agreement, attempts should initially be made to resolve such disputes through negotiations and/or mediation.

## Choice of law and legal venue

The Parties’ rights and obligations under this Agreement shall be determined in full by Norwegian law.

In the event that a dispute cannot be resolved through negotiations or mediation, either Party may request that the dispute be settled with final effect in the Norwegian courts.

The legal venue shall correspond to the Customer’s business address.

The Parties may alternatively agree that the dispute will be settled with final effect through arbitration.

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