

APPENDIX 7

PAYMENT AND PAYMENT TERMS

TABLE OF CONTENTS

7.1	Overview of fees and pricing models.....	4
7.2	The licence model.....	4
7.2.1	Description of the licence model.....	4
7.2.2	Payment terms for licence fee	5
7.2.3	Unit licence prices.....	5
7.3	Hourly rates during the Agreement period	7
7.3.1	The Supplier's hourly rates	7
7.4	Price models	7
7.4.1	Price model for Establishment.....	8
7.5	Other costs elements.....	9
7.5.1	Disbursements and travel costs and travel time etc.....	9
7.5.2	Integration and Data Conversion	10
7.5.3	Training	10
7.5.4	Organisational development and digital transformation	10
7.5.5	Development of routines.....	10
7.5.6	Monitoring	10
7.5.7	Changes in the Cloud Services of relevance for the Supplier's Services	10
7.5.8	Payment in connection with Termination of the Agreement.....	10
7.5.9	Termination for convenience	10
7.5.10	The Customer's use of third parties.....	11
7.6	Pricing adjustments and payment Conditions	11
7.6.1	Price Adjustments according to the consumer price index.....	11
7.6.2	Payment schedule and payment terms	11
7.6.3	Currency adjustments.....	12
7.7	Performance and innovation Incentives	12
7.7.1	Performance-based incentive model	12
7.7.2	Innovation Initiative	12
7.7.3	Governance	13
7.8	The Supplier's Service Catalogue	13

LIST OF TABLES

Table 1: Phases in the Establishment phases	8
Table 2: Provisions for underspending and overspending	9
Table 3: Source of price adjustments	11

INTRODUCTION

Appendix 7 defines the pricing structure, payment terms, price adjustment mechanisms, and other commercial conditions applicable throughout the Agreement Period.

7.1 OVERVIEW OF FEES AND PRICING MODELS

All fees payable by the Customer for the Supplier's Services, including detailed pricing structures and applicable terms, shall be set out in Appendix 7 and Appendix 7A cf. the General Terms clause 6.1.

Appendix 7 shall contain a complete overview of all prices for the services purchased under the Agreement. The Supplier is responsible for ensuring a one-to-one correspondence between all deliverables, requirements and services requested in Appendices 1, 2, 4, 5 and 6, and the prices stated in this Appendix. The Supplier shall specify all prices necessary for the fulfilment of the Agreement and may not omit any item, service or cost that is required to meet its contractual obligations.

All prices shall be stated in Norwegian kroner (NOK), excluding VAT.

For the purpose of the tender and price evaluation, all prices stated by the Supplier in Appendix 7 and Appendix 7A shall be provided in current price levels as at the tender submission date (2027), without any assumptions regarding future inflation, CPI adjustments or other anticipated price increases.

7.2 THE LICENCE MODEL

7.2.1 Description of the licence model

The Supplier shall provide a complete description of the proposed licence model, aligned with the Price Form in Appendix 7A. All functional areas and all that is described in Appendix 2, chapter 2.1 shall be presented as part of this description, hereunder:

- Product name(s)
- Module name(s)
- The licence structure and composition, including licence metrics (e.g. users, transactions, volume, functionality, etc.) per cost item (modules etc.)
- Identification of fixed versus variable cost elements of the licence model
- The scalability and flexibility of the licence model, considering the three scenarios in Appendix 7A – Price Form
- Justification of why the proposed licence model is suitable for Vy, considering the scenarios in Appendix 7A

Describe the licence model here:

7.2.2 Payment terms for licence fee

The Supplier shall clearly specify when licence fees become payable. Vy prefers that:

- Licence fees shall not become payable prior to the Customer's actual access to and ability to use the relevant functionality in a production environment.
- Payment obligations shall be linked to activation, go-live, or verified availability for actual users/use, rather than contract signing or delivery milestones alone.

For licence purchases, the Customer prefers to phase in licence volumes gradually in line with the roll-out of the OneTrack Solution, rather than committing to full volumes from the start of the Agreement.

Describe the Payment Terms for Licence fee here:

7.2.3 Unit licence prices

P.02: All unit prices shall be specified in the table below and shall include all costs associated with the licences. The table may be adjusted to reflect the Supplier's standard pricing structure, provided that the structure, intervals, and calculation methodology are clearly explained and transparent.

The tiers should be logical, consistently structured, and based on the Supplier's standard commercial licensing model. The pricing structure should reflect economies of scale, meaning that higher licence volumes should result in lower unit prices.

Type of Requirement:
Should

- The Supplier shall provide pricing for all licences required to use the Solution. Where the Solution consists of different licence types, modules, user categories or permission levels, the Supplier shall specify the applicable unit prices for each category.
- The Supplier may offer purchase (perpetual) licenses, rental (subscription) licences, or a combination of both models.
- The Supplier shall use its standard licence model and pricing structure and shall clearly describe the applicable licensing principles, assumptions, and pricing mechanism.
- The Supplier shall specify the applicable volume tiers and corresponding unit prices.
- The Supplier shall also explain any other factors that influence licence pricing.
- The Supplier shall clearly describe any differences in pricing associated with different user profiles, roles, or permission levels (e.g. users with edit rights versus users with read-only access).
- Any costs associated with viewing, extracting, exporting, retrieving, or otherwise accessing data stored in the Solution shall be explicitly specified.

	The Supplier shall replace the volume tier headings with the applicable volume ranges from its standard licensing model and provide the corresponding unit prices in the table.
Supplier Response:	Fill in to the tables below

Purchase				
Product / Licence type	Pricing metric [Supplier-defined]	Volume tier 1 [Supplier-defined]	Volume tier 2 [Supplier-defined]	Volume tier 3 [Supplier-defined]
<i>Product name</i>	<i>(e.g. user, peak train, vehicles...)</i>	<i>Unit Price (NOK)</i>	<i>Unit Price (NOK)</i>	<i>Unit Price (NOK)</i>
<i>Product name</i>	<i>(e.g. user, peak train, vehicles...)</i>	<i>Unit Price (NOK)</i>	<i>Unit Price (NOK)</i>	<i>Unit Price (NOK)</i>
<i>Product name</i>	<i>(e.g. user, peak train, vehicles...)</i>	<i>Unit Price (NOK)</i>	<i>Unit Price (NOK)</i>	<i>Unit Price (NOK)</i>

Rental				
Product / Licence type	Pricing metric [Supplier-defined]	Volume tier 1 [Supplier-defined]	Volume tier 2 [Supplier-defined]	Volume tier 3 [Supplier-defined]
<i>Product name</i>	<i>(e.g. user, peak train, vehicles...)</i>	<i>Unit Price (NOK)</i>	<i>Unit Price (NOK)</i>	<i>Unit Price (NOK)</i>
<i>Product name</i>	<i>(e.g. user, peak train, vehicles...)</i>	<i>Unit Price (NOK)</i>	<i>Unit Price (NOK)</i>	<i>Unit Price (NOK)</i>
<i>Product name</i>	<i>(e.g. user, peak train, vehicles...)</i>	<i>Unit Price (NOK)</i>	<i>Unit Price (NOK)</i>	<i>Unit Price (NOK)</i>

Describe unit licence prices:

Assumption for licence purchase:

The Customer intends on purchasing the core functionality as described in Appendices 1 and 2.

The Base scenario in appendix 7A sets out the licence volumes that the Customer considers most likely to purchase.

However, Vy reserves the right, without limitation, to adjust the number and composition of licenses based on the final organizational structure, actual usage requirements, and other relevant considerations in the initial purchase of licences.

All licences and associated pricing shall be fully consistent with the system scope, functionality, and requirements described in Appendix 1 and Appendix 2.

7.3 HOURLY RATES DURING THE AGREEMENT PERIOD

7.3.1 The Supplier's hourly rates

The hourly rates for Services are stated in Appendix 7A. The rates are applicable for the entire Agreement period.

Daily rates are based on 7.5 working hours. Lunch breaks shall not be invoiced.

Upon prior written approval from the Customer for evening work, night work and/or weekend work, as well as work on public holidays, the following surcharges may be invoiced:

40% surcharge on the hourly rate for:

- Work between 18:00 and 21:00, Monday to Friday (evening work)
- Work between 06:00 and 21:00 on Saturdays

100% surcharge on the hourly rate for:

- Work between 21:00 and 06:00 (night work)
- Work on Sundays and public holidays

In such cases the Supplier is responsible for ensuring compliance with the Norwegian Working Environment act ("Arbeidsmiljøloven") LOV-2005-06-17-62 and any other applicable labour and employment legislation.

7.4 PRICE MODELS

The following three pricing models can be applied during The Agreement, depending on the nature of the services and the level of scope definition:

1. Target Price: The Customer and Supplier can agree on an estimated cost target for delivering the services. Actual costs are tracked and compared against the target price. Any savings or overruns are typically shared between the parties according to a pre-agreed formula. This model encourages collaboration, cost efficiency, and transparency while providing flexibility when the scope may evolve.

2. Accrued Time: (Time & Material): The Customer shall pay for the actual time spent and resources used by the Supplier. The work shall be performed against an estimated budget. The Supplier shall, without undue delay, notify the Customer if it becomes aware of a risk that the estimated budget will be exceeded.
3. Fixed Price: The Supplier commits to delivering a defined scope of work or an ongoing Service (e.g. maintenance) for an agreed total price.

The rates and prices set out in this Agreement shall constitute the maximum rates and prices applicable under all pricing models.

7.4.1 Price model for Establishment

The Establishment shall be delivered under a Target price model. The target price shall include all costs related to the Establishment, except for the following services, which shall be delivered based on Accrued Time: Integration, Data Conversion, Development of Routines, and Organisational Development and Digital Transformation.

The Target Price shall cover the project phases specified below. A separate Target Price shall be stated for each project phase in Price Form 7A: "Target Price – Establishment". The sum of the Target Prices for all project phases shall constitute the Target Price for the entire Establishment.

Phases in the Establishment phase	Target Price
Mobilisation and planning	<i>Will reflect the price in Appendix 7A</i>
Design and specification	<i>Will reflect the price in Appendix 7A</i>
Configuration and development	<i>Will reflect the price in Appendix 7A</i>
UAT Acceptance Test (UAT)	<i>Will reflect the price in Appendix 7A</i>
Preparation for production	<i>Will reflect the price in Appendix 7A</i>
Go-Live and stabilisation	<i>Will reflect the price in Appendix 7A</i>
Sum Target Price	<i>Sum of all phases</i>

Table 1: Phases in the Establishment phases

The agreed target price shall apply to the entire Establishment and shall not be subject to indexation.

The services shall be delivered using the specified competence mix and resource allocation, as outlined in the Agreement, in Appendix 4.

7.4.1.1. Settlement by Project Phase

The following provisions define how underspending and overspending relative to the agreed Target Price shall be allocated between the Parties.

Case	Supplier	Customer
Underspending	Receives payment of 50% of the remaining amount of the agreed Target Price	Retains 50% of the unspent portion of the agreed Target Price.

Overspending (cost overrun) up to 5%	Receives full payment for the work performed.	Pays 100% of the cost overrun.
Overspending (Cost overrun) from 5 to 30%	May invoice work performed beyond the agreed Target Price at 50% of the applicable rates, up to a total cost overrun of 30%.	Pays 50% of the applicable rates for work performed beyond the agreed Target Price, up to a total cost overrun of 30%.
Overspending (Cost overrun) above 30%	No further entitlement to payment unless otherwise agreed in writing.	No obligation to pay costs exceeding this threshold unless otherwise agreed in writing.

Table 2: Provisions for underspending and overspending

The gain share/pain share mechanism shall be calculated separately for each project phase, based on the agreed Target Price and the actual costs incurred for that phase.

Approved Change Orders shall be added to the applicable Target Price of the relevant project phase.

The final settlement of all project phases shall take place upon completion and acceptance of the entire Establishment, including all phases of any phased roll-out.

7.5 OTHER COSTS ELEMENTS

7.5.1 Disbursements and travel costs and travel time etc.

Travel costs shall be estimated by the Supplier in Price Form 7A and will form the basis of a project-specific travel budget managed and approved by the Customer. The Supplier shall Monitor and report the consumption of the travel budget throughout the project timeline. This includes providing regular forecasts of expected future travel costs, the remaining budget available and any anticipated need for additional travel-related expenditure.

The Supplier shall promptly notify the Customer of any actual or anticipated deviations from the agreed travel budget. Any such deviations shall be subject to the Parties deviation management procedures and require the Customer's written approval before additional costs are incurred.

Travel time shall be compensated at 50% of the actual travel time incurred, unless otherwise explicitly agreed. Travel time is only billable to the extent that it is necessary for the performance of the Services and has been agreed in advance with the Customer.

Travel expenses shall be reimbursed in accordance with the Norwegian Government's standard rates (["Statens satser"](#)) applicable at any given time.

This includes, but is not limited to:

- Mileage allowance for the use of private vehicles
- Daily allowances (per diem) for travel
- Accommodation and subsistence expenses

All travel and accommodation arrangements shall be made in a prudent and cost-efficient manner. The most economical means of travel shall be used, considering time and practical

considerations. Hotel accommodation should be of a reasonable standard and at a justifiable cost level. Air travel shall be undertaken in economy class, and travel bookings shall be made with sufficient advance planning to obtain the most economical fares reasonably available.

Travel expenses must be documented and may only be invoiced if they are directly related to the performance of the Services under this Agreement.

7.5.2 Integration and Data Conversion

The Supplier shall provide an estimate of the total effort required for Integration activities throughout the Establishment phase. The total estimated cost will be priced based on the hourly rates in Appendix 7A – 4. Hourly Rates.

7.5.3 Training

Prices for training in accordance with the General Terms clause 2.2.8 shall be included in the Target price for Establishment.

Prices for standard training that is available for Vy in the Management phase can be stated in the Service Catalogue, cf. the General Terms clause 2.2.8.

7.5.4 Organisational development and digital transformation

Prices for assistance related to organisational development and digital transformation in accordance with the General Terms clause 2.2.10 cf. shall be paid based on accrued time with agreed hourly rates.

7.5.5 Development of routines

Prices for development of routines in accordance with the General Terms clause 2.2.9 shall be on accrued time with agreed hourly rates.

7.5.6 Monitoring

Prices for Monitoring in accordance with the General Terms clause 2.3.5, cf. Appendix 6 chapter 2.5.1 shall be delivered as a part of the licensed Maintenance Service.

7.5.7 Changes in the Cloud Services of relevance for the Supplier's Services

Unless otherwise agreed, changes to be made to the Supplier's Services because of changes in the Cloud Services shall be paid based on accrued time in accordance with agreed hourly rates, cf. the General Terms clause 2.3.5.3.

7.5.8 Payment in connection with Termination of the Agreement

Unless otherwise agreed, the Supplier's work in connection with Termination of the Agreement shall be paid based on accrued time in accordance with the agreed hourly rates, cf. the General Terms clause 2.4.6. Any other prices or pricing mechanisms must be specified in the Termination Plan.

7.5.9 Termination for convenience

In the event of termination of the Services for convenience, the Customer shall pay:

- a) The amount payable to the Supplier for the part of the Services that has already been performed by the time of termination for convenience, and
- b) The Supplier's necessary and documented direct costs related to the reassignment of personnel as a result of the termination for convenience, and
- c) other documented direct costs that the Supplier incurs as a result of the termination for convenience, including expenses and costs that the Supplier has incurred before

the notice of termination for convenience was received, and which the Supplier cannot utilise in other contexts, and either (tick the option to be used)

- d) ☐ A termination fee corresponding to 4 % of the annual agreed or estimated fees for the Services in accordance with Appendix 7, or
☒ A termination fee corresponding to 10 % of the fees that the Supplier invoiced for the Services in the last three months prior to the termination for convenience.

In the event of partial termination for convenience, the termination fee shall be calculated on the basis of the terminated part of the Services' share of the fees stated in point d) above.

7.5.10 The Customer's use of third parties

Any fees for the Supplier's cooperation with third parties shall be agreed here.

7.6 PRICING ADJUSTMENTS AND PAYMENT CONDITIONS

7.6.1 Price Adjustments according to the consumer price index

The prices set out in this Agreement shall be fixed for the first twelve (12) months following the Effective date.

Thereafter, the prices may be adjusted once (1) per calendar year, effective from 1 January, commencing no earlier than Contract Year 2, in accordance with the Consumer Price Index (CPI), Total Index, as published by Statistics Norway (SSB).

Any price adjustment is subject to written notice from the Supplier no later than three (3) months prior to 1st of January and shall not have retroactive effect.

Basis	Share	Name of index
All prices	100 %	Statistics Norway (SSB) Consumer Price Index (CPI), all items (Table 03014)

Table 3: Source of price adjustments

7.6.2 Payment schedule and payment terms

Payment terms are 30 days net from the date of receipt of a correct and undisputed invoice.

Invoicing shall be monthly. Timesheets specifying hours worked and resources utilized shall be submitted together with each invoice and shall form the basis for verification of the invoiced amounts.

For the Establishment phase the Target Price Model is applicable; the Parties shall reconcile actual costs and progress against the agreed Target Price at the completion of each project phase. Any deviations, adjustments, savings, overruns, and applicable gain share/pain share mechanisms shall be calculated and settled as part of the respective phase reconciliation.

The outcome of each reconciliation shall form the basis for subsequent invoicing and financial settlement between the parties.

Invoices shall be marked with the contract number and cost center and submitted electronically in EHF format to the following electronic address:

- Vygruppen AS – 984 661 177

7.6.3 Currency adjustments

If the Supplier wants the General Terms clause 6.6 fourth paragraph on currency adjustment to apply, the Supplier shall here state both the price in NOK and the currency against which the exchange rate changes are to be calculated.

7.7 PERFORMANCE AND INNOVATION INCENTIVES

To support a strong and collaborative partnership, the Parties agree to establish a performance-based incentive model combined with an Innovation Incentive. The purpose of the mechanisms is to align the Parties' interests, encourage continuous improvement, and incentivise investments that create long-term value for Vy.

7.7.1 Performance-based incentive model

The performance-based incentive model will be linked to agreed Key Performance Indicators (KPIs). The Supplier may be entitled to an annual performance bonus based on the achievement of the KPIs set out below. KPI results will be measured and reviewed annually by the Parties.

The incentive model will come into effect in the Management Phase. At the commencement of the Management Phase, the Parties shall collaboratively establish the relevant KPIs and the corresponding target levels that will trigger bonus payments.

The annual performance bonus shall be capped at NOK 100,000 excluding VAT. This amount shall be allocated across the agreed KPIs in accordance with the bonus structure established by the Parties.

The bonus shall be subject to annual KPI index regulation in accordance with subchapter 7.6.1.

Vy suggests the following KPIs:

1. Stability and Delivery Quality

- KPI: Percentage of planned releases, upgrades, and changes implemented in the production environment without production incidents or material deviations.
- Objective: Increase production quality and ensure secure and reliable technical solutions.

2. User Satisfaction

- KPI: Results from an annual user satisfaction survey measuring engagement, collaboration, service quality, and perceived business value among users of the solution.
- Objective: Promote user adoption and improve the overall value realised from the solution.

7.7.2 Innovation Initiative

The purpose of the innovation initiative is to encourage and support the Supplier's innovation, modernisation, and continuous improvement efforts that create additional value for Vy through increased efficiency, security, automation, sustainability, or future capabilities. Innovation initiatives shall be reviewed and followed up through the governance structure and continuous improvement processes described in Appendix 6.

The Supplier may submit proposals for initiatives that go beyond the standard software, Services, and deliverables covered by this Agreement, provided that such initiatives fall within the overall scope and nature of the Agreement.

For each proposed initiative, the Supplier shall prepare a business case describing:

- the proposed initiative and its objective;
- the expected benefits and value creation for Vy;
- the estimated costs, resource requirements, and Implementation effort; and
- anticipated return on investment.

Vy may, at its sole discretion, approve and support proposed initiatives. Such support may include, but is not limited to, the provision of resources, subject-matter expertise, testing environments, access to relevant stakeholders, financial contributions, or other forms of assistance deemed appropriate by Vy.

Approval of any initiative shall be based on the documented business case, the expected value for Vy, and the initiative's alignment with the objectives and scope of the Contract.

Participation in the innovation initiative shall not create any obligation for Vy to approve, prioritize, co-develop, or fund any proposed initiative. All decisions regarding approval, scope, timing, and support shall remain at Vy's sole discretion.

Where Vy has materially contributed to the funding, development, testing, or validation of an approved initiative, and the innovation initiative is commercialized towards other customers, Vy shall be entitled to a fair and reasonable share of the commercial value created by Vy's contribution.

Prior to commencement of the innovation initiative, the Supplier shall propose a compensation model reflecting the anticipated value of Vy's contribution. The Parties shall negotiate in good faith and agree the final compensation mechanism and level of compensation if and when the result of the innovation initiative is commercialised. In determining the compensation, the Parties shall take into account, among other things, Vy's contribution, the Supplier's investment, the degree of commercialisation, and the commercial value derived from the solution.

7.7.3 Governance

Performance reviews and innovation proposals shall be discussed as part of the Parties' regular governance meetings. KPI performance, improvement initiatives, and realised benefits shall be documented and reviewed annually.

Vy refers to Appendix 6 for the governance structure during the Management phase.

7.8 THE SUPPLIER'S SERVICE CATALOGUE

The Service Catalogue provides an overview of services that the Customer can order from the Supplier, with prices, terms and conditions. Regarding the relevance of the Service Catalogue, see e.g. the Agreement clauses 1.1.2 (Cloud Services), 2.2.8 (Training), 2.2.13 (Simplified procedures), and 2.3.3 (Collaboration plan).

Any changes to the service catalogue shall be handled in accordance with the change management provisions set out in Chapter 3 of the General Agreement.

The Supplier may include its standard or additional services in the Service Catalogue, e.g. services related to cloud operation, training and Management.

Where applicable, Vy encourages the Supplier to include relevant modules and functionality in the Service Catalogue.

The Service Catalogue may also include standard services related to integration with third party systems that are currently explicitly excluded from the scope, cf. Appendix 1, chapter 1.3.2.

For Vy to procure services from the Service Catalogue, such services must relate to, or fall within, the original scope of the Agreement. In addition, the Supplier shall:

- Clearly name and describe each Service
- Provide pricing, pricing units, and any prerequisites or dependencies
- Provide any other relevant terms and conditions applicable to the service

Vy has included some examples of relevant services in the Service Catalogue below. These are provided for illustrative purposes only. Suppliers are free to modify, replace, add or remove services as they consider appropriate for their proposed solution.

Service Catalogue				
Service Name	Service Description	Terms and Conditions	Unit	Price ex VAT
<i>Standard Training – Course name</i>				
<i>Organisational development and digital transformation courses</i>				
<i>Establishing new Test or Development isolated environments.</i>				
<i>Functionality that is not a part of the scope of the procurement, e.g.: Certificate Register Rolling Stock Register Inventory for seat reservations</i>				
<i>Additional language packages</i>				