

APPENDIX 8

CHANGES TO THE GENERAL CONTRACTUAL WORDING

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INTRODUCTION

Any changes to the general contractual wording (also referred to as the General Terms) must be listed here unless the general contractual wording refers to a different Appendix with respect of such changes.

It is possible to make changes to all clauses in the Agreement, even where it is not clearly stated that changes can be agreed. The changes to the general contractual wording shall be stated here. It must be clear and unambiguous which provisions in the Agreement have been changed and what is the result of the change.

However, the Supplier should be aware that any deviations, reservations or changes to the Agreement in connection with the submission of an offer may result in the rejection of the offer by the Customer.

Any italicised text in parentheses in the table below is for explanatory purposes only and shall not form part of the provision. For ease of reference, the amendments set out in this Appendix 8 have also been incorporated into the General Terms. In the General Terms such amendments are identified by italic text and green font colour.

8.1 CHANGES TO THE GENERAL CONTRACTUAL WORDING

Clause	Original text	To be replaced by
1.1.2 (Cloud services)	N/A	<i>(New additional second paragraph)</i> Where the Customer purchases perpetual licences in connection with the Cloud Services ("Purchased Licences"), the terms of this Agreement shall apply to such Purchased Licences to the extent specified in Appendix 2 and any applicable licence agreement included in Appendix 10. The party issuing the licence is referred to as the "Licence Provider". Purchased Licences are subject to the ownership and right of use provisions in chapter 8 as supplemented by the applicable licence terms.
1.1.2 (Cloud services)	N/A	<i>(New additional (new) eighth paragraph)</i> Where the Supplier also acts as the Cloud Service Provider, the obligation to enforce the Standard Terms on the Customer's behalf in the paragraph above shall not apply. Instead, the Customer may invoke the rights and remedies under the Standard Terms directly against the

		Supplier, in accordance with clause 1.1.3.
1.1.3 (The Supplier as Cloud Service Provider)	N/A	<i>(New additional clause 1.1.3)</i> 1.1.3 The Supplier as Cloud Service Provider Where the Supplier also acts as the Cloud Service Provider, the Supplier shall be responsible for the Cloud Service on the same basis as for its other Services under the Agreement, as well as under the Standard Terms. The Customer may exercise, directly against the Supplier, all rights and remedies that it would otherwise have against the Cloud Service Provider under the Standard Terms, in addition to those available under the Agreement. The Agreement and the Standard Terms apply in parallel, but the Customer shall not be entitled to recover the same loss twice. The Supplier may not invoke the Standard Terms to limit its obligations or liability under the Agreement. In the event of conflict, the general contractual wording shall prevail. In Appendix 2, the Supplier shall identify the Cloud Services in respect of which the Supplier also acts as the Cloud Service Provider. The Supplier shall without undue delay notify the Customer in writing of any change.
1.3 (Interpretation – Order of Precedence)	N/A	<i>(New additional provisions regarding order of precedence is added)</i> 5. Where the Supplier also acts as the Cloud Service Provider, the general contractual wording and all Appendices, except for Appendix 10, shall take precedence over Appendix 10 in the event of conflict.

		6. For other Cloud Services, Appendix 10 shall remain the governing document. 7. Changes to the Standard Terms made unilaterally by the Cloud Service Provider after entry into the Agreement shall not affect the order of precedence and shall be handled in accordance with chapter 3 to the extent they affect the Services or the Customer's use of the Cloud Service.
1.3 (Interpretation – Order of Precedence)	N/A	<i>(New additional last paragraph)</i> Where there is a conflict between the general contractual wording and an applicable licence agreement included in Appendix 10 with respect to a Purchased Licence, the general contractual wording shall take precedence except to the extent the licence agreement expressly provides more favourable terms for the Customer. In all other respects, the order of precedence in this clause 1.3 applies.
2.3.5.4 (Cloud Services delivered by the Supplier itself – Services in the Management phase)	N/A	<i>(New additional clause 2.3.5.4)</i> 2.3.5.4 Cloud Services delivered by the Supplier itself – Services in the Management phase Where the Supplier also acts as the Cloud Service Provider, the Supplier shall: a) notify the Customer of any planned change in functionality, Standard Terms, service levels, pricing model or sub-processors of the Cloud Service no later than 60 (sixty) calendar days before the change is to take effect, irrespective of any shorter period set out in the Standard Terms; b) provide the Customer with a written impact assessment of the change with regards to the Customer's use of the

		Services and the Cloud Service; c) cooperate in good faith to identify alternative solutions where the change will have material adverse consequences for the Customer; and d) refrain from implementing changes that are not strictly necessary for technical, security or legal reasons during a period in which the Customer is engaged in a procurement process for a replacement service, subject to a cap of 12 months from notification. e) The Supplier shall organise its monitoring function so that monitoring is performed independently of the commercial functions responsible for the Cloud Service. The Supplier shall on request document such organisational separation.
2.4.2 (Termination of Cloud Services)	N/A	<i>(New additional last paragraph)</i> Where the Supplier also acts as the Cloud Service Provider, the Customer's right to terminate the Cloud Service shall be regulated by clauses 4.1.1, 4.2.1 and 4.2.2, in addition to any more favourable rights in the Standard Terms. In respect of such Cloud Services, the distinction between termination of the Services and termination of the Cloud Service shall not be enforced against the Customer.
2.4.4 (Termination plan)	2.4.4 Termination plan [...] The Supplier shall facilitate access for the Customer to information the Customer needs from the Cloud Provider without undue delay.	<i>(The word "Provider" to be added in the third paragraph)</i> The Supplier shall facilitate access for the Customer to information the Customer needs from the Cloud Service Provider without undue delay.
2.4.5 (The Supplier's	N/A	<i>(New additional last paragraph)</i>

obligations in the event of a transfer to a new supplier)		Where the Supplier also acts as the Cloud Service Provider, the transfer mechanism in the paragraph above shall not apply. The Supplier shall, on request from the Customer: a) continue to provide the Cloud Service to the Customer on terms no less favourable than the Standard Terms applicable immediately before termination, for such period as the Customer reasonably requires for migration to an alternative service. The period shall be set out in the Termination Plan; and b) provide migration assistance and export of the Customer's data to a new supplier or to the Customer, in accordance with the Termination Plan and irrespective of any contrary provision in Appendix 10 and ensure that such export is carried out in a structured, commonly used and machine-readable format.
4.1.2 (Term of the Cloud Service)	N/A	<i>(New additional second paragraph)</i> Where the Customer has purchased Purchased Licences, the term of such licences shall follow the applicable licence agreement in Appendix 10 and shall not automatically terminate upon termination of this Agreement, unless the licence agreement expressly provides otherwise. Upon termination of this Agreement, the Supplier shall assist the Customer in transitioning the administration of Purchased Licences to the Customer or a new supplier without undue delay.
4.1.2 (Term of the Cloud Service)	N/A	<i>(New addition to the (new) third paragraph)</i> The same obligation applies where the Supplier becomes aware of any change to the terms of a licence

		agreement applicable to a Purchased Licence that may affect the Customer's rights or costs.
4.2.3 (Termination of the Cloud Service for convenience)	N/A	<i>(New additional second paragraph)</i> For Purchased Licences, termination for convenience does not apply to the licence itself; however, the Customer may request the Supplier to cease administering the Purchased Licence as part of its Services. Upon such request, the administration obligations under this Agreement shall cease, and the Customer shall assume direct responsibility for the Purchased Licence. Any pre-paid licence fees for Purchased Licences shall not be refundable unless expressly provided in the applicable licence agreement.
4.2.3 (Termination of the Cloud Service for convenience)	N/A	<i>(New additional last paragraph)</i> Where the Supplier also acts as the Cloud Service Provider, the Customer shall have at least the same rights to terminate the Cloud Service as the Customer has for the Services in accordance with clauses 4.1.1, 4.2.1 and 4.2.2. The Standard Terms shall apply only to the extent they grant the Customer more favourable termination rights. The Supplier may not invoke provisions on automatic renewal, minimum term or commit-or-pay in the Standard Terms to bind the Customer beyond the term agreed in the Agreement or Appendix 7.
5.1.2.4 (When the Supplier itself delivers the Cloud Service)	N/A	<i>(New additional clause 5.2.1.4)</i> 5.1.2.4 When the Supplier itself delivers the Cloud Service Where the Supplier also acts as the Cloud Service Provider, the Supplier shall be responsible for the Cloud Service as if it were part of the Supplier's other Services. The responsibility includes:

		a) compliance with the requirements in Appendices 1, 2, 5 and 10 throughout the term of the Agreement; b) availability, performance, security and continuity in accordance with Appendix 5, or in accordance with the Standard Terms where these provide a stricter level; c) cure of errors, defects and non-conformities in the Cloud Service in accordance with clause 9.4.1; d) compliance with the external requirements applicable to the Cloud Service as specified in Appendix 1, including requirements relating to data protection and information security; and e) handling and notification of incidents, including security incidents and personal data breaches, in accordance with Appendix 5 and Appendix 11.
5.8.3 (Audit of Cloud Service Providers)	N/A	<i>(New additional second and third paragraph)</i> Where the Supplier also acts as the Cloud Service Provider, the audit rights in clauses 5.8.1 and 5.8.2 shall apply correspondingly to the Cloud Service. The Customer (or an independent auditor appointed by the Customer in accordance with clause 5.8.1) may audit: a) the Supplier's compliance with the Agreement with regards to the Cloud Service; b) the Supplier's compliance, in its capacity as Cloud Service Provider, with the Agreement c) subcontractors participating in the delivery of the Cloud Service, in accordance with clause 5.8.2. Where the audit rights set out in the Standard Terms are more restrictive than those in clauses 5.8.1, 5.8.2

		and this clause 5.8.3, the latter shall prevail.
5.9 (Wages and working conditions)	5.9 Wages and working conditions For agreements governed by the Regulations No. 112 of 8 February 2008 relating to Wages and Working Conditions under Government Contracts, the conditions as set out in Appendix 6 shall apply.	<i>(The reference to the Regulations No. 112 of 8 February 2008 is deleted and replaced with reference to the Public Procurement Act of 17 June 2016)</i> 5.9 Wages and working conditions For agreements governed by the regulations in the Public Procurement Act of 17 June 2016 section 5e relating to Wages and Working Conditions under Government Contracts, the conditions as set out in Appendix 6 shall apply.
6.6 (Fees and payment terms for the Cloud Service)	N/A	<i>(New additional second paragraph)</i> Where the Customer purchases licences (Purchased Licences), the purchase price, payment terms, and any applicable maintenance fees shall be set out in Appendix 7. Unless otherwise agreed, the purchase price for Purchased Licences shall be invoiced upon delivery of the licence key or equivalent confirmation of licence activation. Ongoing maintenance or support fees for Purchased Licences shall be specified separately in Appendix 7.
6.6.1 (Fees for Cloud Services where the Supplier also acts as Cloud Service Provider)	N/A	<i>(New additional clause 6.6.1)</i> 6.6.1 Fees for Cloud Services where the Supplier also acts as Cloud Service Provider Where the Supplier also acts as the Cloud Service Provider, the following shall apply for the Cloud Service: a) The price shall be stated in Appendix 7 and may be adjusted only in accordance with clause 6.5.1 (the Norwegian consumer price index, main index). Price-adjustment provisions in Appendix 10 shall not apply.

		b) The Supplier may not invoke unilateral price-change rights in the Standard Terms against the Customer. Any change to the price shall be handled in accordance with chapter 3. c) Discount programmes, commitment rebates and credits that the Supplier offers to other customers for comparable cloud services shall, on the Customer's request, be made available to the Customer on the most favourable commercially reasonable terms.
7.3.2 (Data processing agreement – the Cloud Service)	N/A	<i>(New additional fourth paragraph)</i> Where the Supplier also acts as the Cloud Service Provider, a separate data processing agreement between the Cloud Service Provider and the data controller is not required. The data processing agreement in Appendix 11 shall cover both the Supplier's processing in its capacity as provider of the Services and the Supplier's processing in its capacity as Cloud Service Provider. Appendix 11 shall clearly distinguish, in respect of each of these capacities, the processing activities, the categories of personal data, the security measures, the sub-processors and the locations of processing.
7.4 (Artificial Intelligence)	N/A	<i>(New additional heading)</i> 7.4 Artificial Intelligence
7.4.1 (Governance, risk practices and compliance with the EU AI Act)	N/A	<i>(New additional clause 7.4.1)</i> 7.4.1 Governance, risk practices and compliance with the EU AI Act If the OneTrack Solution contains any AI components, the Supplier shall establish and maintain governance and risk practices that ensure compliance with the EU AI Act throughout the entire lifecycle of the AI component. In addition, the Customer shall be informed about

		the OneTrack Solution's risk classification.
7.4.2 (Restrictions on use of the Customer's data for AI training)	N/A	<i>(New additional clause 7.4.2)</i> 7.4.2 Restrictions on use of the Customer's data for AI training If the OneTrack Solution contains any AI components, the Customer's data shall not be used for training, fine-tuning, or improving the Supplier's own AI models or any third-party AI models unless approved by the Customer.
8.1.1 (Generally, about the rights of the Parties)	N/A	<i>(New additional second and third paragraph)</i> Where the Customer purchases licences under this Agreement, the Customer shall acquire the rights set out in the applicable licence agreement in Appendix 10. The Supplier shall ensure that the licence terms grant the Customer at minimum: i. the right to use the licensed software for the agreed purpose; ii. the right to transfer the licence on the Customers side (within the group); iii. clear provisions on maintenance and support obligations following purchase. If a Purchased Licence does not include ongoing service from the Cloud Service Provider after payment, the Supplier shall specify in Appendix 2 what services (if any) remain part of the Supplier's Services.
8.1.2.2 (Cloud Services delivered on Standard Terms)	N/A	<i>(New additional second paragraph)</i> Where the Customer has purchased a perpetual licence rather than a subscription-based right of use to the licences to Cloud Services, the right of use for such Purchased Licences shall follow the applicable licence agreement (as opposed to the

		Standard Terms applicable to subscription-based Cloud Services) included in Appendix 10 and not be subject to termination solely by the Supplier or Cloud Service Provider upon expiry of an agreement term. The Supplier shall ensure that the licence terms clearly distinguish between: i. rights that are perpetual; ii. any conditions under which the licence may be revoked. iii. the perpetual right to use the Purchased Licences shall not be dependent on payment of the applicable maintenance fee.
8.1.2.4 (Source code escrow)	N/A	<i>(New additional clause 8.1.2.4)</i> 8.1.2.4 Source code escrow The Customer may, by written notice to the Supplier, require that the source code for customised material as defined in clause 8.1.2.3 is deposited with an independent escrow agent of Customer's choice on terms to be agreed in Appendix 9. The Supplier shall comply with such requirement within 60 (sixty) calendar days of the Customer's notice. The costs of establishing and maintaining the escrow arrangement shall be specified in Appendix 7. The Customer shall have the right to access the deposited source code upon the occurrence of any of the following release events: i. the Supplier becomes insolvent, enters into bankruptcy, composition with creditors, or is subject to any other form of creditor intervention; ii. the Supplier ceases or gives notice of its intention to cease maintenance or support of the customised material; iii. the Agreement is terminated for cause due to material breach by the Supplier and

		the source code has not been transferred to the Customer pursuant to clause 2.4.4; or iv. any other release event agreed by the Parties in Appendix 9. Where the Customer has purchased Purchased Licences for software that is not delivered as a purely cloud-based subscription service, the Customer may likewise require that the relevant source code is deposited under the same escrow arrangement, to the extent the Licence Provider is contractually permitted to do so. The Supplier shall, if it recommended or offered the relevant Purchased Licence, use reasonable efforts to obtain the Licence Provider's agreement to such deposit. Upon a release event, the Customer's right to use the source code shall be limited to maintaining, patching, and further developing the software for the Customer's own internal use, in accordance with the extended right of use set out in clause 8.1.2.3.
9.1.2 (Breach caused by errors in the Cloud Services)	9.1.2 Breach caused by errors in the Cloud Services [...] The Supplier is obliged to follow up breach/errors due to the Cloud Service to the extent stated in the Management Document and/or in Appendices 1 and 2 that such follow-up is included in the Services. How potential sanctions shall be applied upon the Cloud Service Provider shall be stated in the Management Document.	<i>(Clause 9.1.2 second paragraph to be deleted and replaced with new additional second, third and fourth paragraph)</i> 9.1.2 Breach caused by errors in the Cloud Services The terms and conditions for breach as set out in the Standard Terms, including terms and conditions relating to notifications, remedies, price reduction, right of retention, standardised economic compensation, indemnity and termination for cause, shall apply for the Cloud Service. Where a defect exists in a Purchased Licence (including a failure of the Licence Provider to deliver valid licence rights or a

		revocation of licence rights), the Supplier shall, at the Customer's request, take reasonable steps to enforce the Customer's rights under the applicable licence agreement. If the Supplier recommended or offered the Purchased Licence, it shall assist the Customer in obtaining a replacement or refund at the Supplier's expense where the defect is attributable to the Supplier's selection of the licence. Where the Supplier also acts as the Cloud Service Provider, errors, defects, non-availability or other non-conformities in the Cloud Service shall be deemed a breach by the Supplier and shall be subject to the breach regime in clauses 9.1.1 and 9.2 to 9.6. The Customer may pursue remedies under the Agreement, under the Standard Terms, or both, and shall not be required first to exhaust remedies under the Standard Terms. Where both the Agreement and the Standard Terms provide for liquidated damages or standardised compensation in respect of the same incident, the Customer shall be entitled to the higher of the two amounts, but not to recovery under both. This shall not limit the Customer's right to general damages in accordance with clause 9.6.
9.5.5.1 (The Customer's right to terminate for cause)	N/A	<i>(New additional last paragraph)</i> Where a Purchased Licence recommended or offered by the Supplier proves to be invalid, has been revoked, or fails to provide the necessary licence rights under the Agreement, and such defect cannot be remedied within a reasonable time under clause 9.1.2 and 9.4.1, this shall constitute a material breach giving the Customer the right to terminate the affected part of the Agreement for cause in accordance with this clause 9.5.5.1.

9.6.2 (Limitation of liability)	N/A	<i>(New additional second sentence to the third paragraph)</i> Where the Supplier also acts as the Cloud Service Provider, the cap shall additionally include 12 months' agreed fees for the Cloud Services in respect of which the Supplier also acts as the Cloud Service Provider.
11.5 (Other provisions for the cloud service)	N/A	<i>(New additional last paragraph)</i> Where the Supplier also acts as the Cloud Service Provider, clauses 11.1, 11.2 and 11.3 shall apply for the Cloud Service. In particular, the Customer's prior written consent shall be required for any assignment or transfer of the Supplier's rights and obligations in respect of the Cloud Service, irrespective of any contrary provision in Appendix 10.
12.5 (Disputes concerning the Cloud Service)	N/A	<i>(New additional last paragraph)</i> Where the Supplier also acts as the Cloud Service Provider, the paragraph above shall not apply. Instead, all disputes relating to the Cloud Service shall be governed exclusively by clauses 12.1 to 12.4.