SSA-L 2026

Agreement concerning Ongoing Purchases of Services via the Internet

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

CC BY

Agreement concerning Ongoing Purchase of Services via the Internet (SSA-L)

An agreement concerning
K-193306 - System for Queue- and Capacity management

has been concluded between:

[Write here]

_____

(hereinafter referred to as the Supplier)

and

Avinor AS

_____

(hereinafter referred to as the Customer)

Place and date:

[Write place and date here]

_____

(NB: Concerning the duration of the Agreement, see clause 5.1.)

Avinor AS 985 198 292	[The Supplier's name here] [Org.nr]
_____	_____
Signature of the Customer	Signature of the Supplier

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

Communications
Unless otherwise specified in Appendix 5, all communication concerning this Agreement shall be directed to:

On behalf of the Customer:	**On behalf of the Supplier:**
Name:	Name:
Position:	Position:
Telephone:	Telephone:
Email:	Email:

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1. GENERAL PROVISIONS

1.1 SCOPE OF THE AGREEMENT

This Agreement concerns the ongoing provision of services via the Internet ("as-a-service" deliverables).

Based on its objectives and needs, the Customer has specified its requirements concerning the service in Appendix 1 (the Customer's specification of requirements). The service may also include installation, configuration, customisation and/or integrations if this is specified in Appendix 1. The Supplier has described its service, based on the Customer's specification of requirements, in Appendix 2 (Supplier's description of the service).

If the Supplier is of the view that there are obvious errors or ambiguities in the Customer's specification of requirements, the Supplier must state this in Appendix 2.

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

1.2 APPENDICES TO THE AGREEMENT

All rows must be ticked (Yes or No)	Yes	No
Appendix 1: Customer specification of requirements	X	
Appendix 2: The Supplier's description of the Service	X	
Appendix 3: Plan for the establishment phase	X	
Appendix 4: Service level with standardised damages	X	
Appendix 5: Administrative provisions	X	
Appendix 6: Overall price and price provisions	X	
Appendix 7: Changes to the general contractual wording	X	
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Appendix 9: Terms for the Customer's access to and use of third-party deliverables	X	
Other Appendices: Appendix 10: Data processing agreement Appendix 11: Avinor's Ethical requirements to Contractual Partners	x	

1.3 INTERPRETATION – RANKING

Changes to the general contractual wording must be gathered in Appendix 7, unless the general contractual wording refers such changes to a different Appendix.

The following principles of interpretation shall apply in the event of conflict:

1. The general contractual wording will prevail over the Appendices.
2. Appendix 1 will prevail over the other Appendices.
3. To the extent that the clause or clauses that have been changed, replaced or supplemented, are clearly and unequivocally specified, the following principles of precedence shall apply:
    a. Appendix 2 will prevail over Appendix 1.
    b. Appendix 7 will prevail over the general contract wording.
    c. If the general contractual wording refers to changes to any other Appendix than Appendix 7, such changes shall prevail over the general contractual wording.
    d. Appendix 8 shall prevail over the other Appendices.

1.4 CHANGES TO THE AGREEMENT SUBSEQUENT TO THE CONCLUSION OF THE AGREEMENT

If the Customer, subsequent to the conclusion of the Agreement, has a need to change the requirements applicable to the service, or other conditions for the Agreement, in such a manner that the nature or scope of the service will differ from what has been agreed, the Customer may request an amendment agreement.

The Supplier may request adjustments to the consideration or time schedules due to such a change. Any request for adjusted consideration or time schedule must be submitted, at the latest, at the same time as the Supplier's response to the Customer's request for an amendment agreement.

Changes to the Service shall be made in writing and shall be signed by authorised representatives of the parties. The Supplier shall maintain a directory of the changes on an ongoing basis, which shall form Appendix 8, and shall without delay provide the Customer with an updated copy thereof.

1.5 THE REPRESENTATIVES OF THE PARTIES

Upon the establishment of the Agreement, each of the parties shall appoint a representative who is authorised to act on behalf of the party in matters relating to the Agreement. The authorised representatives of the parties, as well as procedures and notice periods for any replacement thereof, shall be specified in more detail in Appendix 5.

2. THE PARTIES' OVERALL RESPONSIBILITY

2.1 THE SUPPLIER'S RESPONSIBILITY FOR THE SERVICE

The Supplier is responsible for ensuring that the service delivered is in accordance with this Agreement, and fulfils the requirements and descriptions specified in Appendices 1 and 2 within the deadlines agreed in Appendix 3. The Supplier is also responsible for ensuring that the service is in accordance with the service level requirements. The service level requirements are set out in Appendix 4. Operation of the service is included in the consideration.

For services for which no explicit service level requirements are specified, the service level must be equivalent to what can be expected of a standard equivalent good service in the market.

Any adverse events after the delivery date must be handled according to the procedures and within the deadlines specified in Appendix 4.

2.2 THE SUPPLIER'S RESPONSIBILITY FOR THIRD-PARTY DELIVERABLES

To the extent that third-party deliverables are included in the services of the Supplier, a copy of the terms for the Customer's access to and use of third-party deliverables shall be attached in Appendix 9. The terms are binding on the Customer.

In Appendix 9, as can be expected from a professional supplier, the Supplier must describe which obligations the terms impose on the Customer and which limitations of liability are reserved by the third party.

The Supplier is not liable to the Customer for any errors in third-party deliverables arising after the delivery date. This entails that the Customer may not invoke any non-fulfilment of agreed quality requirements after the delivery date, including service level requirements, if this is due to an error in third-party deliverables. This also applies to the loss or destruction of data. The limitations of liability in this section do not apply if the Supplier could or should have limited the scope and/or consequences of such errors.

In the case of errors in third-party deliverables, the Supplier will be obliged to report the error to the third party, explain to the Customer why the scope and/or consequences of such errors could not or should not have been limited, and keep the Customer informed about the status of the error rectification. If the Supplier is responsible for the installation of third party deliverable(s) as part of the Agreement, the Supplier must test that the third party service(s) function after the error rectification, in accordance with any guidelines specified by the Customer in Appendix 1, cf. clause 1.1 of the Agreement.

If the functionality agreed in Appendices 1 and 2 is removed from third-party deliverables and the Supplier does not have the ability to prevent this, any such loss of functionality would entitle the Customer to require a price reduction in accordance with clause 9.2.1, third paragraph, and/or cancellation in accordance with clause 9.2.5, second paragraph. The

same will apply if the agreed functionality does not exist in the original delivery and this is not corrected within a reasonable time, cf. clause 9.2.1, fourth paragraph, and clause 9.2.5, third paragraph, of the Agreement.

2.3 THE CUSTOMER'S PARTICIPATION RESPONSIBILITY

The Customer shall contribute to facilitating the Supplier's performance of its duties under this Agreement.

3. ESTABLISHMENT AND PERFORMANCE OF THE SERVICE

3.1 PLAN FOR THE ESTABLISHMENT PHASE

If an establishment phase is required, in cooperation with the Customer the Supplier will draw up a plan for this. The plan will include a description of roles and responsibilities, as well as a progress plan. To the extent that installation, configuration, customisation and/or integrations have been agreed, the progress plan and role distribution for this must also be described in the plan.

A plan for the establishment phase may be included in Appendix 3.

3.2 DELIVERY DEADLINE AND DELIVERY NOTIFICATION

The deadline by which the service must be available is stated in Appendix 3.

The Supplier will send a written notification (delivery message) to the Customer when the service can be used.

3.3 APPROVAL TEST AND DELIVERY DATE

Unless otherwise agreed in Appendix 3, the Customer must examine the service for a period of 10 (ten) business days from the first business day after the Supplier has sent the delivery notification to the Customer (approval test).

If the Customer approves the Service, the Customer will notify the Supplier of this in writing. The delivery date will be deemed to have taken place on the first business day after the notification has been sent. If the Customer rejects the service, notification of this must be sent to the Supplier before the expiry of the approval test. If such notification of rejection has not been sent before the end of the approval period, the delivery date will be deemed to have taken place on the first business day after the end of the approval test.

The Customer may not reject the service if the error(s) is(are) immaterial to the Customer's use. A and B errors will each be deemed to be material, with the exception of B errors that are not of material importance to the ability of the Customer to make ordinary use of the Service while error rectification takes place. C errors are deemed to be immaterial, unless several C errors imply, in aggregate, that approval would be clearly unreasonable.

Errors in third-party deliverables give the same access to reject the service as other errors. Alternatively, the Customer may approve the service with errors in third-party deliverables. In such case, the Customer will be able to require a price reduction in accordance with clause 9.2.3 of the Agreement.

Unless Appendix 3 specifies otherwise, the following error definitions are used:

Level	Category	Description
A	Critical error	- Error that results in the interruption of the service, a loss of data, or that other functions that, based on an objective assessment, are of critical importance to the Customer are not delivered or do not function as agreed. - The documentation is so incomplete or misleading that the Customer is unable to use the Service, or material parts thereof.
B	Serious error	- Error that results in functions that, based on an objective assessment, are of importance to the Customer, not working as described in the Agreement, and which it is time-consuming or costly to work around. - The documentation being so incomplete or misleading, that the Customer is unable to use functions that, based on an objective assessment, are of importance to the Customer.
C	Less serious error	- Error that results in individual functions not working as intended, but which can be worked around with relative ease by the Customer. - The documentation being incomplete or imprecise.

Further description of the approval test, as well as other approval criteria or deadlines, may be agreed in Appendix 3.

3.4 DOCUMENTATION AND TRAINING

Unless otherwise agreed in Appendix 1 and/or 2, the Customer shall, as part of the agreed consideration for the Service, be provided with, or given electronic access to, such standard product descriptions, user manuals and other documentation as the Supplier usually includes on sale of the Service. Unless specified otherwise in Appendix 1 and/or 2, the documentation must be in Norwegian. The documentation must be dated and be the latest version.

Unless specified otherwise in Appendix 3, the documentation must be delivered by no later than when the Customer’s approval test commences, so that the documentation can be tested at the same time as the service.

The Supplier will assist with the necessary training of the Customer's personnel, to the extent that this is agreed in Appendix 1 and/or 2. Prices for any training will be stated in Appendix 6.

3.5 UPGRADING/MAINTENANCE OF THE SERVICE AFTER THE DELIVERY DATE

Standard upgrades and general maintenance of the service are included in the consideration unless specified otherwise in Appendix 6.

Unless otherwise agreed in Appendix 1 and/or 2, the Supplier is responsible for testing and making the standard upgrades to the service necessary for the service to fulfil agreed requirements, including service level requirements in Appendix 4, during the agreement period. Further requirements of testing can be included in Appendix 1.

If the Supplier has to make changes to configurations, customisations and/or integrations for the Customer as a consequence of standard upgrades to third-party deliverables, the Supplier will be responsible for testing the service after the upgrade(s) and change(s) has(have) taken place.

3.6 FURTHER DEVELOPMENT AFTER THE DELIVERY DATE

The Customer may order further development of the services provided by the Supplier within the framework described in Appendix 1 and Appendix 2. The consideration for this further development will be payable on the basis of the time spent, at the hourly rates stated in Appendix 6, unless another consideration model is stated in Appendix 6. The parties will agree on approval criteria and a progress plan for this development. Any special approval testing requirements for this further development, as well as the progress plan, will be stated in Appendix 1 and/or 3, unless the parties choose to use their own agreement for the achievement of this development.

In Appendix 1 and/or 2, the parties may agree that, on a proactive and ongoing basis, the Supplier will assess and propose changes to its own services for the Customer. The price for this service must be stated in Appendix 6.

4. CONSIDERATION AND TERMS OF PAYMENT

4.1 CONSIDERATION

All prices and conditions for the consideration to be paid by the Customer for the Supplier's services, including prices for any third-party deliverables included in the service, are specified in Appendix 6.

Unless otherwise specified in Appendix 6, all prices are stated excluding value added tax, but including customs duties and any other indirect taxes.

All prices are stated in Norwegian kroner unless the Customer has indicated in Appendix 6 that prices may be stated in a foreign currency.

The Supplier reserves the right to conduct an audit of the Customer's use of the service, in order to verify that the consideration paid is in accordance with the Agreement in terms of the number of users/locations or similar conditions. Reasonable notice of such audits must be given, and they will be conducted with the least possible inconvenience to the Customer.

4.2 INVOICING DATE AND TERMS OF PAYMENT

Ongoing consideration will fall due for payment thirty (30) calendar days after the invoice date, and for the first time no earlier than thirty (30) calendar days after the delivery date.

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

Other price or payment terms, and any terms and conditions relating to the use of EHF, will be stated in Appendix 6.

The Supplier itself will defray any costs associated with electronic invoices.

4.3 LATE PAYMENT INTEREST

If the Customer does not pay at the agreed time, the Supplier may claim interest on the amount which has fallen due for payment, in accordance with Act no. 100 of 17 December 1976 concerning interest on late payments, etc. (the Norwegian Interest Act).

4.4 PAYMENT DEFAULT

If overdue, undisputed consideration, with the addition of interest on late payment, has not been paid within thirty (30) calendar days of the due date, the Supplier may give the Customer written notice that the Agreement will be cancelled if settlement has not been made within sixty (60) calendar days of receipt of such notice.

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

4.5 PRICE ADJUSTMENTS

The Supplier's prices may be adjusted at the beginning of each calendar year by an amount equivalent to the increase in the retail price index (the main index) of Statistics Norway, with the initial reference index value being the index value for the month in which the Agreement was signed, unless a different index value is agreed in Appendix 6.

The Supplier's prices may also be adjusted to the extent that rules or administrative decisions pertaining to public taxes are amended in a way that affects the consideration or costs of the Supplier. In such case, the Supplier must notify the Customer of this. The price changes must be documented and will apply as from the Customer's receipt of notice of the price changes.

Changes in prices for third-party deliverables included in the service do not give any entitlement to price changes for the service, unless this is specifically agreed in Appendix 6.

If the Customer applies any other provisions to price changes, this must be stated in Appendix 6.

5. DURATION, CANCELLATION AND TERMINATION

5.1 DURATION

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

Unless a different duration is agreed in Appendix 5, the Agreement will be for a term of three (3) years calculated as from the delivery date. The Agreement shall thereafter be renewed automatically for a term of one (1) year at a time, unless the Customer terminates the Agreement by giving three (3) months' notice prior to the renewal date. The Supplier may terminate the Agreement by giving twelve (12) months' notice prior to the renewal date.

5.2 CANCELLATION

The Customer may cancel the service contracted under this Agreement in full or in part by giving three (3) months' written notice. Other terms of notice of cancellation may be agreed in Appendix 5.

Unless another cancellation fee has been agreed in Appendix 6, on cancellation the Customer will pay:

a) The amount due to the Supplier in respect of the part of the Service that has already been completed.
b) The Supplier's necessary and documented direct costs in relation to the reassignment of personnel.
c) Other documented direct costs incurred by the Supplier as the result of the cancellation, including disbursements and costs that have been incurred by the Supplier prior to its receipt of the notice of cancellation, and which the Supplier is unable to make use of for other purposes.
d) A cancellation fee equivalent to 10% of the consideration invoiced to the Customer during the last three months prior to cancellation.

In the event of partial cancellation, the cancellation fee is calculated on the basis of pro rata settlement of the fee, as agreed in (d).

To the extent that it has been agreed that the service is scalable with respect to payment on any reduction of the number of users, functionality or similar, the Customer's use of this agreed scalability will not be considered to be cancellation.

5.3 TERMINATION OF THE AGREEMENT

The notice period runs from the date of the notice of termination, annulment or cancellation until the Agreement expires. The Customer will be entitled to follow-up assistance for up to thirty (30) calendar days after the service has been established at a new Supplier or at the Customer itself, even if this takes place after the expiry of the Agreement.

The service will remain in force during the notice period, irrespective of the reason for termination.

The Supplier will assist the Customer in connection with the preparations for the conclusion of any new agreement and provide such information as is necessary in connection with these preparations.

The Supplier will be obliged to facilitate the transfer of the following to the Customer, or to a third party designated by the Customer:

1. The Customer's data, including the back-up copies of the Customer's data that the Customer requires, including data structures and associated metadata for the Customer to be able to easily continue to utilise the data.
2. Licences (right of disposal) administered by the Supplier on behalf of the Customer when the Customer is the licence holder.
3. Other contracts administered by the Supplier on behalf of the Customer.
4. Any overview of external and internal users linked to the Customer’s solution, as maintained by the Supplier on behalf of the Customer.
5. All other data and material that belongs to the Customer.

The Customer shall pay consideration for the aforementioned services, in accordance with the Supplier’s hourly rates as stipulated in Appendix 6. If the Customer requires any services in addition thereto, the price calculation shall be in line with the general price level in the overall Agreement. Nevertheless, the Customer shall not pay such consideration as described in this clause if the expiry of the Agreement was due to material breach of contract on the part of the Supplier.

The Supplier shall under no circumstances have the right to withhold the Customer's data, cf. clause 7.2.

In order to facilitate any sanctions for defective services in connection with the expiry of the Agreement, the Customer may withhold the consideration for the final payment period until one (1) month after the expiry of the Agreement, unless the Agreement is terminated due to breach of contract on the part of the Customer.

The Customer will be obliged to return any documentation, etc. belonging to the Supplier.

5.4 TEMPORARY EXTENSION OF THE AGREEMENT

The Supplier will be obliged to extend the Agreement on otherwise equivalent terms for up to six (6) months after the expiry of the Agreement, if so requested by the Customer. The Customer must give notice to this effect no less than sixty (60) calendar days prior to the expiry of the Agreement.

If the Customer terminates the Agreement because of breach by the Supplier, as stated in the above section this notice may be served at the same time as the notice of termination for breach.

If the expiry of the Agreement is due to breach by the Customer, the Customer must notify the extension within 1 (one) week after the Customer has received the Supplier's notice of termination for breach. The right of the Customer to an extension shall in these cases be conditional upon the Customer prepaying consideration for the extended term as stipulated in the above paragraph.

6. INFORMATION SECURITY AND PERSONAL DATA PROTECTION

6.1 INFORMATION SECURITY

The Supplier will take appropriate measures to address the information security requirements associated with the performance of the Service.
This entails that the Supplier will take appropriate measures to ensure the confidentiality of the Customer's data, as well as measures to ensure that data does not fall into the hands of unauthorised persons. Furthermore, the Supplier will take appropriate measures to protect against the unintended modification and deletion of data, and against virus and other malware attacks.

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

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

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

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

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

6.2 PERSONAL DATA

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

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

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

The Supplier may not entrust personal data to other parties for storage, reworking or deletion without prior special or general written permission for this from the Customer. The Supplier must ensure that any subcontractors used by the Supplier, and which process personal data, assume the same obligations as those set out in clause 6.2 of the Agreement. If special or general written permission has been obtained, the Supplier must notify the Customer of any plans to use other data processors or to replace data processors, and thereby give the Customer the opportunity to oppose such changes. Subcontractors that are approved by the Customer must be stated in Appendix 5.

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

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

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

The parties' liability for damage suffered by a data subject or other natural persons which is due to a violation of the General Data Protection Act (Regulation 2016/679), the General Data Act with regulations or other regulations that implement the General Data Protection Act, will follow the provisions of article 82 of the General Data Protection Act.
The limitation of liability in section 9.2.7 does not apply to liability arising from article 82 of the General Data Protection Act.

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

7. RIGHT OF OWNERSHIP AND RIGHT OF DISPOSAL

7.1 THE RIGHTS OF THE PARTIES

This Agreement will not change the copyright, right of disposal or property rights held by the parties prior to the Agreement, and which they retain during the performance of the Agreement, unless otherwise specified in Appendix 1 or 2.

Access to the service comprises all of the powers which are necessary to use the service in accordance with the purpose of this Agreement. Unless otherwise specifically agreed, no intellectual property rights are transferred to the Customer. The Customer does not have exclusive access to the service unless this is specifically agreed.

7.2 RIGHT OF OWNERSHIP OF DATA

The Customer (and its rightsholders) retains the rights to the data made available to the Supplier and acquires the rights to the data that is collected, processed, edited, generated, arises, or is otherwise managed in accordance with this Agreement. The same shall apply to the results of the processing of such data.

The Supplier shall have access to and the right to use the data mentioned above to the extent necessary for the Supplier to fulfil its obligations in accordance with the Agreement. The Customer shall at all times have access to the data to which it holds the rights and to the results of the Supplier’s processing of such data.

Upon termination of the Agreement, the Supplier shall make the data available to the Customer, or to a party designated by the Customer, in a commonly used and machine-readable format, with the original structures and metadata intact, cf. also clause 5.3. Unless otherwise specified in Appendix 1, the Supplier shall, upon termination of the Agreement, delete all of its own copies of the Customer’s data.

Under no circumstances shall the Supplier be entitled to exercise the right to withhold regarding the Customer's data.

The Supplier may use anonymised data relating to the Customer's use of the service to improve its services, unless the Customer has expressly prohibited this in Appendix 1. The provision does not prevent the Supplier from using collected or generated data related to establishment to improve its services. This applies, for example, to data on test results, error logs, estimation data, development insights, project reports, etc., provided that this is not related to the Customer's business data, security aspects, or other matters subject to confidentiality pursuant to the Agreement or restrictions under law and regulation.

The Customer may specify other terms and conditions in Appendix 1.

8. RECONSTRUCTION OF DATA

In the event of the loss or destruction of data, the Supplier must without undue delay restore or, if necessary, reconstruct the data. This will not apply if the data loss is due to errors in third-party deliverables, unless the Supplier could or should have limited the extent and/or the consequences of such errors, cf. clause 2.2, third paragraph.

Recovery and reconstruction shall take place without additional consideration to the extent that such loss or destruction of data is due to circumstances for which the Supplier is liable. Unless otherwise agreed in Appendices 1 and 2, the Supplier's liability for costs is limited to recovering the data from the last back-up copy, as well as liability for additional costs which accrue if the Supplier has not taken a back-up copy. Costs related to the reconstruction of data after the last back-up copy may only be charged to the Supplier if the reason for the data loss is the Supplier's negligence. If the cause of the loss of data means that the Customer is to pay for the reconstruction, the Supplier shall clarify the scope with the Customer before the work starts. If reconstruction is necessary for the Customer's service to function during ordinary operations, the work must begin without undue delay, while the scope is being clarified.

If it is impossible for the Supplier to reconstruct data alone, data in circumstances as mentioned above shall be reconstructed in cooperation between the parties, or with the assistance of a third party. If the Customer's staff wholly or partly undertake the reconstruction, the Supplier will cover the direct payroll costs and other direct costs incurred, as well as the Customer's outlays and other direct costs as a consequence of any third parties used for the work. The Supplier is also obliged to cover any other direct costs associated with the reconstruction to the extent that the loss or destruction of data is due to conditions for which the Supplier is responsible.

In the event of the loss or destruction of data that is due to circumstances related to the Customer, the Customer shall cover the documented additional costs of the Supplier resulting from such circumstances. This shall nevertheless not apply if the reconstruction is made more difficult or more time consuming as a result of the Supplier having failed to observe the procedures for making back-up copies that are agreed. In those cases where the

Customer shall cover the additional costs of the Supplier, the Supplier shall keep the Customer informed on an ongoing basis as to what costs are incurred, and the Customer shall have the right to order the Supplier to stop the reconstruction work.

9. BREACH AND SANCTIONS

9.1 BREACH OF CONTRACT ON THE PART OF THE SUPPLIER

The Supplier will be in breach if the service does not correspond to the agreed functions, requirements or deadlines.

No breach will exist, however, if the situation is due to the Customer's circumstances or force majeure, or if the matter is subject to the limitations of liability concerning third-party deliverables stated in clause 2.2. Conditions that fall under clause 2.2, last paragraph, will nonetheless be deemed to be breach which may provide a basis for sanctions against breach in accordance with clause 9.2.1, third paragraph (price reduction), or clause 9.2.5, second paragraph (cancellation).

The Customer must give written notice of the claim without undue delay after the breach of contract has been discovered or should have been discovered.

9.1.1 Notice obligation

If the Supplier is unable to fulfil its obligations as agreed, the Supplier must give the Customer written notice of this as soon as possible. The notice must specify the reason for the problem and, as far as possible, when the service can be delivered. The same will apply if it can be assumed that further delays will occur after the first notice has been given.

9.2 SANCTIONS IN THE EVENT OF BREACH

9.2.1 Rectification and price reduction

On any breach by the Supplier, it is the Supplier's responsibility to rectify the error in such a way that the service once again corresponds to the Agreement. The error must be rectified as soon as possible.

If, despite repeated attempts, the Supplier has not succeeded in rectifying the defective service, the Customer may claim a proportional price reduction.

If the functionality agreed in Appendices 1 and 2 is removed from third-party deliverables and the Supplier is not able to prevent this, any such loss of functionality, if the loss of functionality is regarded as a serious or critical error in accordance with clause 3.3 of the Agreement, possibly as defined in Appendix 3, will entitle the Customer to require a proportional price reduction. The same will apply if the agreed functionality does not exist in the original deliverable and this has not been corrected within a reasonable time.

9.2.2 Suspension of services

In the event of a breach of contract on the part of the Supplier, the Customer may withhold payment, although not by a higher amount than is necessary to secure the Customer's claim as a consequence of the breach of contract.

9.2.3 Liquidated damages in the event of delay

If the agreed date of delivery (delivery date) or other deadline for which the parties have stipulated liquidated damages in Appendix 3 is not complied with, this will be a delay on the part of the Supplier, as the basis for liquidated damages.

If several milestones subject to liquidated damages have been agreed and the Supplier is delayed in achieving a milestone, the subsequent deadlines will be deferred according to the number of calendar days subject to liquidated damages. If the Supplier, through acceleration, achieves the milestone delivery date at the originally agreed time, any previously accrued liquidated damages will lapse.

Liquidated damages will be accrued automatically. The liquidated damages amount to 0.15 per cent of the agreed consideration payable for the first six months, excluding value added tax, for each calendar day of delay, but limited to maximum one hundred (100) calendar days.

Other rates for liquidated damages, a different calculation basis and other periods for liquidated damages may be agreed in Appendix 3.

The Customer may not cancel the Agreement for as long as the liquidated damages apply. This time limitation will not apply, however, if the Supplier, or anyone for whom it is liable, has shown deliberate or gross negligence.

If only part of the agreed service is delayed, the Supplier may require a reduction of the liquidated damages equivalent to the Customer's opportunity to make use of the part of the service which has been delivered.

9.2.4 Financial compensation for failure to achieve the agreed service level

On any failure to achieve the agreed service level, the Customer may require financial compensation in accordance with the standardised rates agreed in Appendix 4.

9.2.5 Cancellation

In the event of material breach of contract by the Supplier, after giving the Supplier written notice and a reasonable deadline to remedy the situation, the Customer may terminate the Agreement with immediate effect.

If the functionality agreed in Appendices 1 and 2 is removed from third-party deliverables and the Supplier is not able to prevent this, any such loss of functionality, if the loss of functionality is regarded as a critical error in accordance with clause 3.3 of the Agreement, possibly as defined in Appendix 3, will entail material breach by the Supplier.

The same will apply if the agreed functionality does not exist in the original deliverable and this has not been corrected within a reasonable time.

If the material breach comprises significant delay in the service, after giving the Supplier written notice and a reasonable deadline to rectify the situation, the Customer may terminate all or part of the Agreement with immediate effect. A significant delay will exist if delivery has not taken place by the time that liquidated damages reach their maximum limit, or on the expiry of an extended deadline, if this expires later.

9.2.6 Damages

In the event of breach by the Supplier, the Customer may require compensation for any direct losses. Direct losses include, but are not limited to: additional costs for the Customer concerning cover purchases, the Customer's indemnification liability as a consequence of defect in title for which the Supplier is liable, losses due to additional work and other direct costs related to breach by the Supplier.

Liquidated damages and standardised financial compensation will be deducted from any damages in respect of the same delay/error.

No compensation for indirect losses may be claimed by the Customer. Indirect losses include, but are not limited to, lost profits of any kind, lost savings or claims from third parties, including claims from third parties arising from the Customer's breach of third-party terms.

9.2.7 Limitation of liability

The total damages which the Customer may require during the term of the Agreement are limited to an amount equivalent to the consideration invoiced to the Customer during the last 12 months prior to the date of the claim. If the service has not run for 12 months prior to the date of the claim, the total compensation amount that may be claimed by the Customer is limited to an amount equivalent to the amount already invoiced to the Customer, with upward adjustment to 12 months.

The limitation of liability will not apply, however, if the Supplier, or any party for which it is responsible, has shown gross negligence or wilful misconduct. The limitation of liability will not apply either if the Customer has incurred indemnification liability for defects in title for which the Supplier is liable, cf. clause 9.2.8.

9.2.8 Infringement of the intellectual property rights of third parties (defect in title)

If the Supplier, in the performance of the service, infringes any copyrights or other intellectual property rights of third parties, the Supplier will be obliged to secure the missing rights or secure a service for the Customer of at least equal benefit.

If a third party invokes the service's defect in title to the Customer, the Customer must inform the Supplier in writing as soon as possible. The Supplier will handle the claim at its

own expense and indemnify the Customer. The Customer must, to a reasonable extent, assist the Supplier with this.

9.3 CUSTOMER BREACH AND SANCTIONS AGAINST BREACH

9.3.1 Breach and claims

There is breach of contract by the Customer if the Customer fails to fulfil its obligations under the Agreement.

In the event of payment default by the Customer, see clauses 4.3 and 4.4.

Nevertheless, no breach will exist if the situation is due to circumstances related to the Supplier, or force majeure.

The Supplier shall give written notice without undue delay after the breach of contract has been discovered or should have been discovered.

9.3.2 Notice obligation

If the Customer is unable to fulfil its obligations as agreed, the Customer shall give the Supplier written notice of this as soon as possible. The notice shall specify the reason for the problem and, to the extent possible, when the Service can be delivered. The same will apply if it can be assumed that further delays will occur after the first notice was given.

9.3.3 Cancellation

In the event of material breach by the Customer, after giving the Customer written notice and a reasonable deadline to rectify the situation, the Supplier may terminate the Agreement with immediate effect.

9.3.4 Damages

The Supplier may claim compensation for any direct losses arising from breach pursuant to clause 9.3.1, unless the Customer demonstrates that the breach or the cause of the breach is not attributable to the Customer.

The provision of the Agreement concerning limitation of liability, cf. clause 9.2.7, will apply accordingly.

10. FORCE MAJEURE

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

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

In connection with force majeure situations, the parties have a mutual disclosure obligation towards each other regarding all matters that must be deemed to be relevant to the other party. This information must be provided as quickly as possible.

11. OTHER PROVISIONS

11.1 ASSIGNMENT OF RIGHTS AND OBLIGATIONS

To the extent that the Customer is a public enterprise, the Customer may assign, in full or in part, its rights and obligations under this Agreement to another Norwegian public enterprise, which will then be entitled to equivalent terms and conditions.

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

If the Customer holds obligations under the procurement regulations, the right to assignment in the aforementioned clause will only apply if the new Supplier fulfils the original qualification requirements, no material changes are made to the contract, and the assignment is not made to circumvent the regulations concerning public procurement.

The right to consideration under this Agreement may be assigned freely, but will not release the Supplier from its obligations and responsibilities in accordance with this Agreement.

11.2 PAY AND WORKING CONDITIONS

If there is a general collective wage agreement or nationwide collective wage agreement for the relevant industry, the subsequent sections will apply.

In respect of areas covered by the Regulations relating to Generalised Collective Wage Agreements, the Supplier shall ensure that its own and any subcontractors' employees who contribute directly to the performance of the Supplier's obligations under the Agreement do not receive pay or have working conditions that are inferior to those stipulated in the Regulations relating to Generalised Collective Wage Agreements. In areas not covered by generalised collective wage agreements, the Supplier shall ensure that the same employees

do not receive pay or have working conditions that are inferior to those stipulated in any applicable nationwide collective wage agreements relating to the relevant trade. This applies to work performed in Norway.

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

If the Supplier fails to comply with this obligation, the Customer will be entitled to withhold part of the contract price corresponding to approximately two times (twice) the saving made by the Supplier, until it has been documented that the issue has been remedied.

Fulfilment of the Supplier's obligations as mentioned above shall be documented in Appendix 5 by means of either a self-declaration or a third-party declaration showing conformity between the relevant collective wage agreement and the actual pay and working conditions relating to compliance with the Supplier's and any subcontractors' obligations.

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

Further details of the implementation of this clause may be agreed in Appendix 5.

11.3 CONFIDENTIALITY OBLIGATION

Confidential information of which the parties become aware in connection with the Agreement and the implementation of the Agreement must be kept confidential, and may not be disclosed to any third party without the consent of the other party.

If the Customer is a public enterprise, the Customer's confidentiality obligation under this provision will not be more extensive than as laid down by the Act of 10 February 1967 relating to the Procedure in Cases concerning Public Administration (the Public Administration Act) or equivalent sector-specific regulations.

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

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

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

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

The confidentiality obligation does not preclude the parties from using the experience and expertise gained in conjunction with the performance of the Agreement.

The confidentiality obligation will continue to apply after the expiry of the Agreement. Employees or other persons who resign from a position with one of the parties will, following their resignation, continue to be subject to the confidentiality obligation concerning the aforementioned circumstances. The confidentiality obligation will lapse five (5) years after the expiry of the Agreement, unless otherwise stipulated by law or regulations.

11.4 COMMUNICATION IN WRITING

All notices, demands or other notifications relating to this Agreement shall be given in writing to the electronic address stated on the first page of the Agreement, unless the parties have agreed a different procedure in Appendix 5 for this type of contact.

11.5 BANKRUPTCY, COMPOSITION WITH CREDITORS, ETC.

In the case of debt rescheduling proceedings, composition with creditors, bankruptcy, or any other form of creditor intervention, in respect of the business of the Supplier, the Customer will be entitled to cancel the Agreement with immediate effect, unless otherwise stipulated in statutory provisions.

12. DISPUTES

12.1 GOVERNING LAW

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

12.2 NEGOTIATIONS AND MEDIATION

Should a dispute arise between the parties as to the interpretation or the legal effects of the Agreement, the parties shall first seek to reach agreement through negotiations and/or mediation.

12.3 LITIGATION OR ARBITRATION

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

The venue shall be the legal venue of the Customer.

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

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