

The following agreement has been entered into between
Sveriges Television AB, organisation number 556033-4285, Stockholm, Sweden (hereinafter referred to as SVT)
and
[● *supplier name and organisation number*](hereinafter referred to as the Supplier)
(SVT and the Supplier are hereinafter also referred to as the Parties and individually as a Party).

Kommentar [J.L.1]:
Text written within brackets [] is subject to tender.

1. INTRODUCTION

- 1.1. Sveriges television AB:s (SVT) news operations includes more than 20 news desks in various locations in Sweden. More than 800 persons is engaged in SVT's news operations. The main news desk in Stockholm requires a DSNG-vehicle to be used for live broadcasts and editing of news material for broadcast and web.
- 1.2. The purpose of the procurement process has been to identify and select a provider of a DSNG-vehicle, which shall be proven, cost-efficient and standard version that shall have been delivered to other customers. The vehicle shall be supplied to SVT, in a timely fashion, as a "turnkey"-solution.
- 1.3. The Supplier offers ...[to be filled in before signing]
- 1.4. SVT has, following a public procurement in accordance with the Swedish Public Procurement Act (2007:1091) (*Sw. Lagen om offentlig upphandling, LOU*), decided to appoint the Supplier as supplier of the DSNG-Vehicle.
- 1.5. The Parties have entered into the following agreement.

2. CERTAIN DEFINITIONS

Agreement

This agreement, including any annexes hereto.

Agreed Delivery Date

Appendix 4 – Draft Agreement

23 May 2012 [22 August 2012]

Agreed Specification

The functional and other requirements on the Vehicle, and on the products and components included in the Vehicle, to be finally determined subject to the design review, and as set forth in Annex 1, Agreed Specification.

Acceptance Test Period

See Clause 4.2

Effective Delivery Date

See Clause 4.5

Faults

Faults, errors, deviations and/or defects in the Vehicle, resulting in that the Vehicle does not meet the Agreed Specification.

The Vehicle

All products and components (including software) with the technical specifications, functionalities and system-integrations set forth in the Agreed Specification, which shall be included in the Supplier's complete delivery of the DSNG-vehicle.

Services

The training, support, and other services and activities that the Supplier shall perform and be responsible for in accordance with this Agreement and that are further described in the Agreed Specification.

Training

The user training and the technical training, further described in the Agreed Specification.

3. DELIVERY AND INSTALLATION ETC.

- 3.1. The Supplier shall design and construct the Vehicle and perform all Services in accordance with this Agreement and with adequately skilled and experienced staff.

Appendix 4 – Draft Agreement

3.2. The Supplier shall be responsible for the delivery (including design, integration, installation, implementation and adaptation) of the Vehicle, as set forth in the Agreed Specification.

3.3. As part of, and during the Supplier's design and construction of the Vehicle, the Supplier shall consult with SVT and arrange for three visits to the Supplier's construction site. At such visits, the supplier shall present the progress of the construction and inform SVT of the adherence to the schedule.

4. ACCEPTANCE ETC.

4.1. The Agreed Delivery Date for the Vehicle is the date on which the Vehicle shall have been delivered to SVT, completely installed and configured and shall be in full compliance with the Agreed Specification.

4.2. SVT shall be given the opportunity to inspect and test the Vehicle, at SVT's premises, during an uninterrupted period of three (3) weeks prior to the Agreed Delivery Date (the "Acceptance Test Period").

4.3. The Supplier shall, prior to the commencement of the Acceptance Test Period, perform and document a delivery test of the Vehicle. If the delivery of the Vehicle is delayed, the Acceptance Test Period shall be counted from the actual date that the Supplier has completed its delivery testing of the Vehicle, and made the Vehicle available to SVT, at SVT's premises, to commence its testing.

4.4. SVT shall be responsible for its acceptance testing. The Supplier shall assist in the acceptance testing as set forth in the Agreed Specification. No separate compensation shall be payable to the Supplier for its assistance in connection with the acceptance testing.

4.5. The Effective Delivery Date is the date on which a) the Acceptance Test Period expires without SVT having made any written complaints against the Vehicle, b) following written complaints made by SVT, a new acceptance test has been

Appendix 4 – Draft Agreement

performed by SVT and SVT has acknowledged in writing that the Vehicle complies with the Agreed Specification, or c) SVT approves, in writing, the Vehicle.

- 4.6. Deviations from the Agreed Specification, which are of no importance to SVT's intended use of the Vehicle and that do not cause inconveniences for SVT, shall not affect the determination of the Effective Delivery Date. Such deviations shall be remedied by the Supplier within a reasonable time.
- 4.7. If, at the time of the delivery inspection, the Vehicle does not meet the Agreed Specification, and such failure was not caused by SVT or any circumstance on SVT's side, the Supplier shall promptly remedy the Fault. If the Supplier are unable to remedy the Fault, the Supplier shall suggest other measures, including switching to other equivalent products or components, to make the Vehicle comply with the Agreed Specification. SVT shall approve such measures, if they make the Vehicle compliant with the Agreed Specification and do not cause inconveniences for SVT. Once the Fault has been remedied, a new acceptance test period shall apply to determine the date of commencement of the deployment of the Vehicle and the Effective Delivery Date for the Vehicle.
- 4.8. Following the Effective Delivery Date, the Supplier shall be responsible for Faults as set forth in Clause 11 below.

5. DELAY

- 5.1. A delivery delay occurs if the Effective Delivery Date is after the Agreed Delivery Date.
- 5.2. If the delivery delay is caused by the Supplier or any circumstance on the Supplier's side, SVT is entitled to a penalty.
- 5.3. The penalty for delay shall, if the Effective Delivery Date occurs after the Agreed Delivery Date, be calculated as one (1) % of the Contract sum (as defined in Annex 2), for the first beginning week of delay, and as one (1) % of the Contract sum for

Appendix 4 – Draft Agreement

each beginning week of delay thereafter. A penalty under this Clause 5.3 shall not exceed 10 % of the Contract sum.

- 5.4. If the delivery delay, which is caused by the Supplier or any circumstance on the Supplier's side, continues for more than sixty (60) days, SVT may terminate this Agreement in whole or in part with immediate effect. In case of delivery delay, SVT shall be entitled to damages within the agreed limitation of damages. The penalty paid as the result of delivery delay shall be deducted from such damages.
- 5.5. If the delivery delay is caused by SVT or any circumstance on SVT's side, then the Supplier has the right to postpone the Agreed Delivery Date with the number of days, that the delay caused by SVT continues, or by the number of days that is otherwise reasonable under the circumstances. In addition to the right to postpone the Agreed Delivery Date, the Supplier shall not have any right to compensation for the delay caused by SVT or any circumstance on SVT's side.
- 5.6. If a Party believes that a delay is likely or anticipates that a delay may occur, then the Party shall promptly inform the other Party in writing thereof. Such Party shall state the reason for the delay and, if possible, the time when the delivery may be made.

6. RETENTION OF TITLE AND TRANSFER OF RISK

- 6.1. The liability for loss and damages to the Vehicle shall pass to SVT on the Effective Delivery Date.
- 6.2. The products and components of the Vehicle shall remain the Supplier's property until they are paid for in full.

7. DEVELOPMENT

The Supplier shall, on SVT's request, assist with development and adjustments of the Vehicle. Such development or adjustment may include, for example adjustments of the Vehicle based on the technical development and evolution. Development shall, to

Appendix 4 – Draft Agreement

the extent necessary and on SVT's request, be performed as separate projects. Such projects may be initiated by SVT and shall, unless otherwise agreed, be managed by SVT, and in accordance with agreement to be negotiated in good faith.

- 7.1. The Supplier is entitled to compensation for development only if the development has been ordered or procured by SVT and has been documented in a separate written agreement between SVT and Supplier.

8. TRAINING

- 8.1. The Supplier shall provide the user training and the technical training as further described in the Agreed Specification and to be scheduled based on agreement between the Parties.
- 8.2. SVT shall have the right to require the Supplier to provide further training on the Vehicle, in accordance with planning and training schedules to be agreed between the Parties from time to time.

9. DOCUMENTATION

- 9.1. The Supplier is responsible for preparation and delivery of full Vehicle-documentation to SVT. The Supplier is further responsible for keeping the Vehicle documentation up to date. The documentation shall be delivered in accordance with the Agreed Specification.

10. SUPPORT AND MAINTENANCE

- 10.1. During the Acceptance Test Period [and for a further week], the Supplier shall in all aspects treat SVT as a preferred customer and shall, in particular, give SVT the highest priority with respect to a) the remedying of any Faults, and b) the provision of Support.
- 10.2. In addition to the provisions of Section 12 on the remedying of Faults, the Supplier

Appendix 4 – Draft Agreement

shall provide maintenance and support for the Vehicle in accordance with the Agreed Specification, and in accordance with the support level requested by SVT from time to time. The support shall be available to SVT for the Initial Term (as defined below), and, if and as requested by SVT, for each additional one-year period thereafter.

- 10.3. The Supplier guarantees that the support and maintenance for the Vehicle will be available for [10] years from the Effective Delivery Date.
- 10.4. The Supplier guarantees that spare parts for the Vehicle will be available for five (5) [ten (10)] years, and upgrades and updates for the software and firmware in the Vehicle, will be available for three (3) [five (5)] years from the Effective Delivery Date.

11. PRICE AND PAYMENT

- 11.1. SVT shall pay the Supplier for the Vehicle and the Services (including training), as set forth in Annex 2. All prices are exclusive of VAT.
- 11.2. The payment of i) the Contract sum, (as defined in Annex 2) for the delivery, installation, implementation of the Vehicle, documentation, and ii) the Training, if any, shall be made as follows:
- (i) Fifty (50) percent of the Contract sum (as defined in Annex 2) shall be paid upon execution of this Agreement;
 - (ii) Twentyfive (25) percent of the Contract sum shall be paid upon completion of the Supplier's delivery testing;
 - (iii) Fifteen (15) percent of the Contract sum shall be paid upon the Effective Delivery Date; and
 - (iv) Ten (10) percent of the Contract sum shall be paid after thirty (30) days of faultless use of the Vehicle.
- 11.3. The Supplier's compensation for support shall be as set forth in Annex 2. Such compensations shall be paid monthly [quarterly] in arrears.

Appendix 4 – Draft Agreement

- 11.4. Subject to written agreements in each such case, the Supplier's compensation for development (as agreed in accordance with Section 7 above) and for supplementary training shall be paid monthly in arrears. The Supplier is not entitled to any compensation for training, other than as set forth in Annex 2. Invoices for development projects shall include specification of the time spent and work performed by the Supplier for the invoiced development project.
- 11.5. Payments shall be made against invoice payable within thirty (30) days. In case of delayed payment, late-interest shall accrue in accordance with the Swedish Interest Act (1975:635). The Supplier shall not be entitled to invoicing charges, administration fees or other similar charges or fees.
- 11.6. Invoices for Services shall state SVT's reference-number and include detailed specifications of the time spent and work performed by the Supplier for the invoiced Services and/or training. Invoices shall be sent to:
- Sveriges Television AB
 - Leverantörsfakturor
 - Er referens [●]
 - 105 10 Stockholm, Sweden

12. LIABILITY FOR FAULTS

- 12.1. The Supplier shall, with the promptness required by the circumstances, remedy Faults in the Vehicle at its own cost.
- 12.2. Faults shall be remedied on SVT's premises. If required in order to remedy the Faults, the Supplier shall be present at SVT's premises in Stockholm within 48 hours of being required to do so by SVT.
- 12.3. The Supplier shall, as an alternative to remedying Faults on location and if possible to remedy the Fault, be entitled to remedy Faults by giving instructions to SVT's technicians by e-mail or telephone. The interface and other requirements for

Appendix 4 – Draft Agreement

provision of distance support are set forth in the Agreed Specification.

- 12.4. The Supplier's liability for Faults does not include
- (i) Faults, which are insignificant for SVT's use of the Vehicle and which do not cause inconveniences for SVT;
 - (ii) Faults caused by changes to or interventions in the Vehicle by SVT, which are contrary to any written instructions provided by the Supplier, or were negligently performed by SVT; and
 - (iii) normal tear and wear or acquisition of disposable items.
- 12.5. In order to remedy Faults, the Supplier may make changes to parts of the Vehicle, if the Supplier demonstrates that such changes are necessary due to updates of other parts of the Vehicle. Such changes may not result in that the Vehicle does not meet the Agreed Specification.
- 12.6. SVT shall report Faults in the Vehicle within a reasonable time upon SVT's discovery of Faults. In reporting such Faults, SVT shall describe the Fault and, if necessary for the remedy, demonstrate how the Fault is exhibited. The Supplier may, except under specific circumstances, request SVT's assistance for a maximum of thirty (30) minutes in order to identify the Fault and obtain an appropriate description of the Fault.
- 12.7. The Supplier's liability for Faults under this Section 12 only covers the Faults that occurs within one (1) year after the Effective Delivery Date.
- 12.8. If the Supplier finds it appropriate, and provided that it does not cause any inconvenience to SVT, faults may be remedied at the Supplier's premises, or at another location specified by the Supplier. In such case, the Supplier shall provide and pay for the transportation of products and components to and from the location where the remedy is provided.
- 12.9. Remedying of Faults in software shall, if possible, be performed by correction, or if it does not cause any inconvenience for SVT, by instructions on how the faults can

Appendix 4 – Draft Agreement

be avoided. If the Supplier are unable to comply with the Agreed Specification by such correction or instructions, the Supplier shall suggest other measures, including switching to other adequate software. SVT shall accept such solutions provided that the Vehicle continues to meet the Agreed Specification and that such solution does not cause SVT any inconvenience.

- 12.10. If SVT reports a fault and it is shown that there is no Fault for which the Supplier is liable, SVT shall, if the Supplier has performed work in connection with SVT's report, give the Supplier reasonable compensation for such work.
- 12.11. If the Supplier does not remedy a Fault with the promptness required by the circumstances, SVT may give the Supplier a final and reasonable deadline for providing a remedy. If the Fault is not remedied by such deadline, SVT is entitled to a price reduction corresponding to the Fault, and to, at the Supplier's cost, remedy the Fault by itself or by engaging a third party. If the Fault is material to SVT's use of the Vehicle, SVT has the right to terminate this Agreement in whole or in part. If the Faults are not remedied as set forth herein, SVT shall also be entitled to damages.

13. TERM

- 13.1. This Agreement shall become valid when it has been signed by both Parties (the "Effective Date"). The Agreement shall remain valid and the maintenance and support and the development and supplementary training, shall be available and provided by the Supplier at SVT's request from the Effective Delivery Date and for an initial term of three (3) years (the "Initial Term"), and shall thereafter be extended for additional one year terms, with a right for SVT to terminate the Agreement at the end of the Initial Term or at the end of any additional one year term, by giving the Supplier written notice no later than three (3) months prior to the end of the Initial term or an additional one year term.
- 13.2. The Supplier shall be entitled to terminate this Agreement at the end of the tenth (10) year, and/or the end of any subsequent year (following such tenth year), by giving SVT written notice no later than six (6) months prior to the end of the tenth year or

any subsequent year.

14. SUBCONTRACTORS

- 14.1. The Supplier may not engage any subcontractors as suppliers of limited of the Vehicle or Services, unless such subcontractor has been approved by SVT in advance in writing,.
- 14.2. The Supplier shall be responsible for, and shall ensure that engaged subcontractors fully observes the terms and conditions of this Agreement. The Supplier shall in all cases retain full responsibility and liability for the subcontractor as for its own staff, employees and/or other representatives.
- 14.3. The Supplier may not change a subcontractor who has been approved by SVT without SVT's prior written approval.

15. INFRINGEMENTS

- 15.1. The Supplier guarantees that the Vehicle and products, components and software included therein do not constitute infringement in a third party's copyright, patent or other intellectual property. The Supplier shall at the Supplier's cost, defend and keep SVT harmless from claims brought or proceedings initiated against SVT based on claims of infringement. The Supplier shall further compensate SVT for payments that SVT may become liable for as the result of reconciliations, settlements or court rulings. The Supplier's compensation obligation under this provision shall apply only provided that (i) SVT within a reasonable time informs the Supplier in writing of the claims raised or proceedings initiated, and (ii) the Supplier, after consultation with SVT, may make decisions with respect to the defence and conduct of negotiations on settlement or reconciliation.
- 15.2. If a third party brings a claim based on that the use of the Vehicle and/or products, components and software included therein constitute an infringement in the rights of such third party, the Supplier shall be responsible for obtaining the necessary rights

or for acquisition of other products, components or software, at no cost and with no inconveniences for SVT. If the Supplier does not fulfil such obligations, SVT has the right to a price reduction corresponding to the reduction of the Vehicle's value as the result of the infringement. If the infringement causes significant inconveniences for SVT, SVT has the right to terminate the Agreement with immediate effect, either in whole or in part.

16. CONFIDENTIALITY

16.1. The Parties may not, other than to the extent required to perform obligations under this Agreement, disclose or otherwise supply to third parties documentation or information (i) about or related to this Agreement, or (ii) which a Party may acquire in its performance of the Agreement, and that are deemed as business or professional secrets (or that may be subject to source protection and thereby a duty of confidentiality under penalty of criminal prosecution under the Swedish Freedom of Expression Act) or which otherwise constitutes proprietary information of the other Party. The confidentiality undertaking does not concern information, that (i) is known to a Party from another source than through the provision of the Services or (ii) is publicly available. Further, the confidentiality undertaking does not apply if a Party is obliged to provide the information under law or by a requirement of a competent authority. The Parties shall take all reasonable measures to make sure that such information, including the content of this Agreement, remains confidential.

16.2. A Party's obligation as set forth in Clause 16.1 shall apply also to subcontractors engaged by such Party. Upon SVT's request, a separate confidentiality agreement shall be signed by the staff and personnel who, for the Supplier or a subcontractor, performs obligations under this Agreement.

17. SECURITY POLICYS ETC.

17.1. The Supplier shall, when accessing SVT's premises, comply with SVT's security policies and instructions as at each time applicable. The Supplier shall make its staff, consultants (and subcontractors) and other representatives aware of such instructions

and policies.

18. FORCE MAJEURE

- 18.1. If a Party demonstrates that it cannot perform its obligations under this Agreement due to circumstances beyond its control, which the Party could not have reasonably expected and whose consequences the Party could not have reasonably avoided or overcome, the Party shall be entitled to postpone performance and be released from penalties, damage compensation and other consequences during such time that the circumstance relieving the Party continues.
- 18.2. It is the duty of the Party, which wish to rely on the event constituting force majeure, to promptly inform the other Party in writing on the occurrence thereof, stating how long the force majeure event is expected to last. As soon as the force majeure event ceases to prevent the performance of the Agreement, all obligations under the Agreement shall become applicable again without limitations.
- 18.3. If the performance of the Agreement is significantly impaired for more than (3) months due to an event of force majeure as described above, each Party has the right to terminate this Agreement, by sending a written notice to the other Party, without being liable for compensation.

19. EARLY TERMINATION

- 19.1. If SVT has committed a material breach of this Agreement and has failed to remedy such breach within thirty (30) days of written request from Supplier, referring to this Clause, the Supplier shall have the right to terminate the Agreement with immediate effect.
- 19.2. SVT has the right terminate the Agreement with immediate effect, and claim compensation for damages, if:
- (i) the Supplier has committed a material breach of this Agreement, and has failed to remedy such breach within thirty (30) days from written request from SVT referring

Appendix 4 – Draft Agreement

to this Clause; or if

(ii) the Supplier has provided false or incorrect information in the tender or otherwise during the procurement process or in the negotiations for this Agreement, and such information was not irrelevant for SVT's decision to enter into this Agreement,

- 19.3. SVT further has the right terminate the Agreement with immediate effect the Supplier enters into bankruptcy, initiates a restructuring procedure, cancels its payments, enters into a composition arrangement with creditors, initiates a liquidation procedure or is otherwise deemed to be insolvent.

20. LIMITATION OF LIABILITY AND INSURANCE

- 20.1. A Party's liability for damages in connection with this Agreement shall be limited to compensation of direct losses only. Except in the event of intent or gross negligence, a Party shall not be liable for indirect losses.
- 20.2. A Party's liability for damages under this Agreement, shall be limited to a total amount equal to sixty (60) % of the Contract sum, excluding price deductions and penalties.
- 20.3. The limitation of liability under Clause 20.2 does not apply to a Party's liability to compensate the other Party for damages or losses under Sections 15 or 16. Neither does the limitation of liability apply, in events of intentional or grossly negligent breaches of the Agreement.
- 20.4. The Supplier undertakes to maintain, during the term of the Agreement, a customary third party liability insurance with an insurance amount as required with respect to the Vehicle value and the Supplier's obligations under this Agreement.

21. WAIVERS

- 21.1. Failure of any Party to impose sanctions or bring a claim in any specific case shall

Appendix 4 – Draft Agreement

not prevent such Party from imposing sanctions or exercising its rights under the laws and/or this Agreement in other cases.

- 21.2. Damage compensation- and compensation claims under this Agreement shall, in order to be valid, be made no later than nine (9) months following discovery of the cause for the claim. However, each Party has the right, without such time limitation, to offset damage compensation and compensation claims against claims from the other Party.

22. ASSIGNMENT OF AGREEMENT

- 22.1. Neither Party may transfer its rights and/or obligations under this Agreement to a third party without the prior written approval of the other Party.

23. AMENDMENTS

- 23.1. Changes of or additions to this Agreement shall be valid only if made in writing and signed by both Parties.

24. PUBLICITY AND MARKETING

- 24.1. Unless otherwise provided by law, regulations of authorities or applicable stock exchange regulations, a Party may not without the other Party's prior written consent, make any statements to the media or other public statements with respect to this Agreement and/or the subject of the Agreement.
- 24.2. The Supplier may not use its collaboration with the SVT in advertising or other commercial activities or in other circumstances which could come in conflict with SVT's impartiality or independency. Neither may the Supplier enter into such agreements with third parties that can come into conflict with SVT's obligations set forth with the Radio and TV Act and/or SVT's broadcasting permit.

25. ANNEXES

Appendix 4 – Draft Agreement

25.1. This main agreement has the following annexes, which, together with this main document constitute the “Agreement” In the event of any discrepancies between an Annex and this main document, this main document shall have precedence.

- Annex 1 Agreed Specification (including the questionnaire)
- Annex 2 Price
- Annex 3 SLA [*to be extracted from the Agreed Specification and Supplier’s tender*]

26. GOVERNING LAW AND DISPUTES

26.1. This Agreement shall be governed by Swedish law.

26.2. Any disputes resulting from this Agreement shall be finally resolved by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitration tribunal shall consist of three arbitrators. The arbitration procedure shall take place in Stockholm, Sweden.

This Agreement has been made in two originals, of which the Parties have taken one each.

Stockholm, _____ [●], 2012

[●], _____ [●], 2012

Sveriges Television AB

[●]

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