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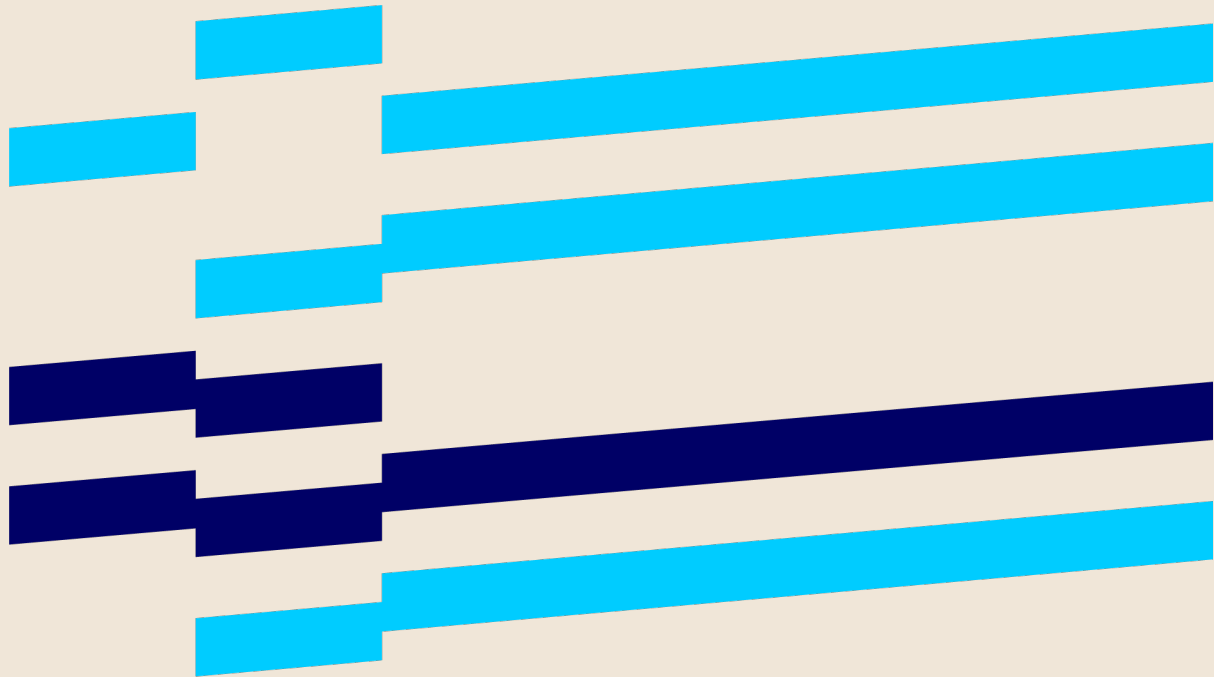
Direktoratet for
forvaltning og ikt

SSA-V 2018

Maintenance Agreement

Agreement governing the maintenance and servicing of
software and equipment

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



SSA-V 2018

Agreement governing the maintenance and servicing of software and equipment

An agreement governing

[designation of the procurement]

has been concluded between:

[Write here]

(hereafter referred to as the Contractor)

and

[Write here]

(hereafter referred to as the Customer)

Place and date:

[Write place and date here]

[The Customer's name here]

[The Contractor's name here]

Signature of the Customer

Signature of the Contractor

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

Unless otherwise is specified in Appendix 4, the **commencement date** shall be:

[Upon commissioning cf. SSA-T Appendix 4](#)

Communications

Unless otherwise specified in Appendix 6, all communications concerning the Agreement shall be directed to:

On behalf of the Customer:

Name:

Position:

Telephone:

Email:

On behalf of the Contractor:

Name:

Position:

Telephone:

Email:

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1. GENERAL PROVISIONS

1.1 SCOPE OF THE AGREEMENT

The Agreement governs the provision of maintenance services for software and any equipment as specified in more detail in the Appendices.

1.2 APPENDICES TO THE AGREEMENT

All rows shall be ticked (Yes or No):	YES	NO
Appendix 1: Customer requirements specification (requirements for the maintenance services)		
Appendix 2: Contractor solution specification (description of the maintenance services)		
Appendix 3: Software and/or equipment to be maintained		
Appendix 4: Project and progress plan for the establishment phase		
Appendix 5: Service level with standardised price reductions		
Appendix 6: Administrative provisions		
Appendix 7: Total price and pricing provisions		
Appendix 8: Changes to the general contractual wording		
Appendix 9: Changes subsequent to the conclusion of the Agreement		
Appendix 10: Third party's terms and conditions for the maintenance of third party's software		

1.3 INTERPRETATION – RANKING

Changes to the general contractual wording shall be set out in Appendix 8, unless the general contractual wording refers such changes to a different Appendix.

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

1. The general contractual wording shall prevail over the Appendices.
2. Appendix 1 shall 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 shall prevail over Appendix 1.

- b) Appendix 8 shall prevail over the general contractual wording.
- c) If the general contractual wording refers to changes to any other Appendix than Appendix 8, such changes shall prevail over the general contractual wording.
- d) Appendix 9 shall prevail over the other Appendices.

A third party's terms and conditions governing the maintenance of third-party software shall not release the Contractor's from any obligations under the Agreement to any extent greater than that set out in clause 2.2.5.

1.4 CHANGES SUBSEQUENT TO THE CONCLUSION OF THE AGREEMENT

Changes to the deliverables subsequent to the conclusion of the Agreement shall be made in accordance with the provisions in chapter 3.

1.5 THE REPRESENTATIVES OF THE PARTIES

Upon the conclusion of the Agreement, each of the parties shall appoint a representative who is authorised to act on behalf of such 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 6.

1.6 PHASES OF THE AGREEMENT

The Agreement consists of three phases: the establishment phase (clause 2.1), ordinary maintenance (clause 2.2) and the discharge phase (clauses 4.2 and 4.3).

2. PERFORMANCE OF THE DELIVERABLES

2.1 ESTABLISHMENT OF THE MAINTENANCE SERVICES

2.1.1 Plan for the establishment phase

The Contractor shall prepare, in collaboration with the Customer, a plan with a description of purpose, organisation, activities, detailed plans concerning progress, etc., for establishing the maintenance services. The plan shall include a description of roles and responsibilities, as well as a progress plan, including the need for information and deliveries from any previous maintenance contractors. The plan shall conform to the limits set out in Appendix 2.

2.1.2 Cooperation plan

The Contractor shall prepare, or make available, a cooperation plan.

The cooperation plan shall be finalised in consultation with the Customer. The cooperation plan shall contain the routines and procedures necessary for the interaction between the Customer and the Contractor, including:

- procedures for error handling (also see clause 2.2.5),
- procedures for change handling, for the software being maintained and for changes to the platform, respectively,
- any routines and plans for meetings, and
- cooperation with the Customer's other providers (such as the provider of operational services).

The cooperation plan shall be based on the cooperation requirements the Customer has specified in Appendix 6 and the requirements for the maintenance services in Appendix 1.

2.2 PERFORMANCE OF ORDINARY MAINTENANCE

2.2.1 Scope of the maintenance services

The Contract shall provide the maintenance services for software and equipment as specified in more detail in Appendices 1 and 2.

Unless otherwise is specified in Appendix 1 or Appendix 2, the maintenance services shall, as a minimum, include error handling and the services required to maintain the software's interaction with other software covered by the maintenance services (see Appendix 3).

The deliveries from the Contractor shall, in an integrated manner, serve the functions and meet the requirements specified in the Agreement.

Appendices 1 and 2 may describe how old versions of the relevant software and equipment should be maintained.

2.2.2 Reporting performed maintenance

The Contractor shall, on a regular basis, provide the Customer with a readily understandable report that describes what maintenance and what servicing has been performed. Unless otherwise is agreed in Appendix 6, the Contractor's standard format and level shall be used for such reporting.

The reporting obligation may be described in more detail in the cooperation plan.

2.2.3 Updating of documentation

To the extent that performed maintenance is of importance in relation to the associated documentation, documentation updates shall be made available to the Customer without undue delay. The scope of the updating obligation may be specified in more detail in Appendices 1 and 2.

2.2.4 User support

If the Agreement includes user support, such services shall be described in Appendix 6. The users or user groups at the Customer who may seek assistance may also be agreed in Appendix 6. A maximum annual volume of enquiries that shall be covered by the fixed price may also be agreed. If the Contractor guarantees a response within certain deadlines, this shall be set out in the service level agreement in Appendix 5.

2.2.5 Error handling

The Customer shall report any errors without undue delay. The Contractor shall assist with identifying and rectifying errors within the framework defined in Appendix 2, and based on the framework set out in the service level agreement in Appendix 5. If the agreed deadlines are not complied with, the Customer may demand standardised compensation as stipulated in the service level agreement in Appendix 5.

Unless otherwise is agreed in Appendix 5, the following error definitions shall apply:

Level	Category	Description
A	Critical error	<ul style="list-style-type: none"> - Error that results in the stoppage of the software or equipment, a loss of data, or in other functions that, based on an objective assessment, are of critical importance to the Customer not working as agreed. - The documentation being so incomplete or misleading that the Customer is unable to use the software or the equipment, or material parts thereof.
B	Serious error	<ul style="list-style-type: none"> - 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 and costly to work around. - The documentation being incomplete or misleading, and this resulting in the Customer being unable to use functions that, based on an objective assessment, are of importance to the Customer.
C	Less serious error	<ul style="list-style-type: none"> - 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.

To the extent that the services include the maintenance of standard software that the Contractor has not developed itself or does not maintain itself, or where elements of the services are in some other manner delivered by a third party and the Customer has not itself concluded a maintenance agreement with the software producer, the Contractor shall conclude the necessary agreement with the software producer. The terms and conditions for the maintenance that are agreed between the Contractor and the software producer

shall be explicitly specified in a separate chapter in Appendix 2, and copies of the terms and conditions for the maintenance shall be appended as Appendix 10. If the Customer has itself concluded a maintenance agreement with the aforementioned software producer, these shall be appended to the Agreement as Appendix 10. The Contractor may request that the Customer assert or, with the agreement with the Customer, itself assert the Customer's rights in relation to the software producer under the standard maintenance agreement for the third party software.

If deviations in the deliverables are caused by errors in standard software and access to the standard software's source code is required in order to rectify these, and the Contractor does not itself have access to the source code, the Contractor's obligation to rectify the errors is limited to reporting the error to the software producer, seeking to the best of its ability to make rectification of the error a priority, keeping the Customer informed about the status of the error rectification, and ensuring correct installation after the error in the standard software has been rectified by the software producer, or alternatively making the update that rectifies the error available to the Customer if the Contractor is not responsible for installation pursuant to clause 2.2.6.

The Contractor shall make a reasonable effort to find a temporary solution while the software producer rectifies the error. A maximum financial limit for the Contractor's obligation to work out temporary solutions that work around errors in standard software can be agreed in Appendix 7.

If errors that are covered by paragraph four of this provision (errors in standard software that require access to the source code in order to rectify them) result in delays or deviations in respect of the agreed service criteria in Appendix 5, the Contractor shall not be liable for that part of the deviation that can be attributed to the error in the standard software, including deficient error rectification by a third party. However, the Contractor shall be liable for delays and deviations in respect of the agreed service level that are caused by the Contractor failing to perform its obligation to follow up the error rectification and install, or make available, updates that rectify the error as stipulated in paragraph four.

2.2.6 Installation of patches, etc.

The Contractor is responsible for installing patches unless Appendix 1 specifies that this shall be performed by the Customer itself or the Customer's provider of operational services. The provisions governing the installation of new versions in clause 2.2.7, paragraph two, shall also apply to the installation of patches. The installation of patches shall be covered by the fixed consideration for maintenance, unless this has been priced separately in Appendix 7.

If it has been agreed in Appendix 5 that the Contractor may rectify an error by sending or making available a patch to the Customer, it shall do so in accordance with agreed procedures set out in Appendix 5 or Appendix 6. The Contractor shall in such a case furnish the Customer with instructions as to how the patch, etc., shall

be installed. The Customer shall install the patch, etc., as soon as possible, or as per the instructions of the Contractor. Any deadlines shall be set out in Appendix 5.

If the rectification of an error consists of a new version of the software, the new version shall also be covered by the fixed consideration for maintenance. The Contractor may only rectify errors by delivering a new version if the Customer can utilise it on the Customer's existing technical platform. If the new version can only be utilised if an upgrade of the Customer's technical platform is performed or if changes are made to the Customer's other systems, the Customer shall have the right to demand that the error be rectified in some other manner, unless otherwise is specified in Appendix 1.

2.2.7 New versions

New versions of the software specified in Appendix 3 shall be covered by the Agreement, unless otherwise is stipulated in Appendix 1 or Appendix 2. New versions shall be covered by the fixed consideration for maintenance, unless this is priced separately in Appendix 7 (for example, in the case of larger upgrades).

When a new version of software can be made available to the Customer, the Contractor shall notify the Customer of this. The Customer shall have the right to ask the Contractor for assistance with installing the new version. The Contractor shall charge the hourly rates for performing the installation work that are set out for such work in Appendix 7, unless otherwise is specified in Appendix 7.

Any modifications that were made for the Customer in the version being replaced shall be implemented by the Contractor in the new version before it is made available to the Customer. The Contractor shall charge the hourly rates for performing the modification and implementation work that are set out for such work in Appendix 7, unless otherwise is specified in Appendix 7.

The Contractor shall have an obligation, for a minimum of four (4) years after the agreement has come into force, to make new versions of software, etc. covered by the Agreement, cf. Appendix 3, available regularly such that the Customer can comply with the recommended upgrade schedule for new versions of commonly used software that is utilised as part of the Customer's technical platform. Specific deadlines may be agreed in Appendix 5 and software that is exempt from this provision may be specified in Appendix 5.

2.2.8 Further development

The Customer may order the further development of software that is covered by the maintenance agreement within the framework described in Appendices 1 and 2. This includes the development of additional functionality that is moderate in scope. The consideration for such further development shall be the Contractor's ordinary hourly rate set out in Appendix 7, unless another model for consideration is set out in Appendix 7. The parties shall agree a progress plan for such development and

acceptance criteria. The parties may choose to utilise SSA-O or SSA-B for the performance of such development.

Software that is developed pursuant to this clause shall become part of the software that shall be maintained under the Agreement. If the consideration for maintenance shall be adjusted, this shall be clearly set out in the agreement governing the development assignment.

2.2.9 Supplementary purchases

The Customer may, throughout the entire term of the Agreement, carry out supplementary purchases and extend or expand its licensing within the limits of, and to the extent that is required to maintain or achieve, the overall goal of the deliverables as described in Appendix 1.

"Supplementary purchases" means replacements or additions of equipment that forms part of the solution that shall be maintained when such replacements or additions are required to maintain the reliability of the solution or keep it up-to-date, and in connection with expansions to new premises and similar. This shall also apply in the case of replacements that are required to fulfil new statutory or regulatory requirements to which the solution that shall be maintained is subject.

"Extend or expand its licensing" means securing the rights in respect of previously procured software (including new versions) that are required for more users and entities to use it, for it to be used in more locations, or to expand the scope of its use beyond what was originally agreed, as well as the purchase of new licences when such licences are otherwise necessary to ensure continued interaction with the solution, to fulfil new statutory or regulatory requirements to which the solution that shall be maintained is subject, or to supplement the solution within the framework of the overall goal as set out in Appendix 1.

In the case of supplementary purchases and licensing extensions and expansions, the Customer shall pay the Contractor's list price on the date of the purchase after the deduction of the discount set out in Appendix 7. In the case of extensions to existing licences, the Customer's existing agreement governing the right of disposal in respect of the licence concerned shall apply, unless otherwise is agreed in each instance. In the case of the purchase of new licences pursuant to paragraph three, the licensor's standard terms and conditions for such purchases shall apply, unless otherwise follows from another agreement or is agreed in each instance.

Software and equipment that is procured pursuant to this clause shall become part of what shall be maintained under the Agreement. If the maintenance consideration shall be adjusted, this shall be clearly set out in the agreement governing supplementary purchases or licensing extensions and expansions.

2.2.10 Additional services

The Customer may order those additional services naturally associated with the maintenance; for example, periods of expanded standby services, monitoring, assistance with testing changes and new versions, etc. The services and the consideration relating thereto shall be described in the Contractor's service directory, which forms part of Appendix 7.

Additional services shall be registered in Appendix 9.

2.3 REPORTING

If the service level applicable to the maintenance deliverables is agreed in Appendix 5, the Customer shall on a regular basis receive reports documenting that the deliverables are in conformity with the agreed level and specifying any deviations. Unless otherwise stipulated, the reporting shall take place on a monthly basis. The reporting shall address all material aspects of the regulation of the service level. The report shall specify how the measurement of the service level has been carried out. In addition, it shall contain the following:

- The number of reported errors, including a description thereof and specification of the response time and the amount of time elapsed before such errors had been rectified.
- Description of any upgrades and other changes made during the reporting period.
- If user support falls within the scope of the Agreement, the number of user support requests, including a description thereof and specification of the response times and outcomes.

3. CHANGES SUBSEQUENT TO THE CONCLUSION OF THE AGREEMENT

If the Customer needs, subsequent to the conclusion of the Agreement, to change the requirements applicable to the deliverables, or other stipulations underpinning the Agreement, in such a manner that the nature or scope of the deliverables will differ from that which is agreed, the Customer may request a change agreement.

The Contractor may request adjustments to the consideration or progress plans due to such a change. Any request for adjusted consideration or progress plans must be submitted, at the latest, simultaneously with the Contractor's response to the Customer's request for an amendment agreement.

Changes to the deliverables shall be made in writing, and shall be signed by an authorised representative of the parties. The Contractor shall maintain a directory of the changes on an ongoing basis, which directory shall form Appendix 9, and shall without undue delay provide the Customer with an updated copy thereof.

4. DURATION, TERMINATION WITHOUT CAUSE, DISCHARGE AND ASSIGNMENT OF THE AGREEMENT

4.1 DURATION AND TERMINATION WITHOUT CAUSE

Unless another term of duration or a different commencement date is agreed in Appendix 4, the Agreement shall be for a term of three (3) years starting from the date set out on page two of the Agreement (commencement date). The Agreement shall thereafter be automatically renewed for a term of one (1) year at a time, unless the Customer terminates the Agreement without cause by giving three (3) months' notice prior to the renewal date. The Contractor may terminate the Agreement without cause by giving twelve (12) months' notice prior to the renewal date. If in practice the Contractor is the sole provider of maintenance services for material elements of the software covered by the Agreement, it may terminate the Agreement without cause by giving twenty-four (24) months' notice, but not during the initial four (4) years, such that the total term of the Agreement shall be a minimum of six (6) years.

4.2 CANCELLATION

The Customer may cancel, in whole or in part, the deliverables contracted under this Agreement giving three (3) month's written notice.

In the event of such cancellation, the Customer shall pay:

- a) Any amount due to the Contractor in respect of the part of the maintenance deliverables that has already been performed.
- b) The Contractor's necessary and documented direct costs in relation to the reassignment of personnel.
- c) Other documented direct costs incurred by the Contractor as the result of the cancellation, hereunder disbursements and costs that have been incurred by the Contractor prior to its receipt of the notice of cancellation, and which the Contractor is unable to make use of for other purposes.

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

A different cancellation fee may be agreed between the parties in Appendix 7.

In the case of partial cancellation, the cancellation fee shall be calculated on the basis of the share of the contract price accounted for by the cancelled items. The consequences that partial cancellation has in respect of the remaining parts of the deliverables, including the effect on the contract price, shall be handled as a change pursuant to chapter 3.

The total cancellation consideration may never exceed the remainder of the amount the Contractor would be entitled to prior to the next ordinary renewal of the Agreement.

4.3 DISCHARGE PERIOD

The discharge period runs from the date of the notification of termination without cause, cancellation or termination for breach until the Agreement comes to an end (including any extension pursuant to clause 4.4). In addition, the Customer shall have a right to follow-up assistance for up to sixty (60) calendar days after the maintenance services have been established at a new contractor or the Customer itself, even where this is after when the Agreement otherwise comes to an end.

The maintenance services shall remain fully adequate during the discharge period, irrespective of the reason why the Agreement has come to an end.

Upon discharge of the Agreement, irrespective of the reason therefore, the Contractor shall, as part of the deliverables, make available the necessary services during the discharge period and cooperate with any new contractor, in order that necessary actions may be carried out with the minimum possible interruption to the Customer's activities. The Contractor is also obliged to contribute to the necessary transfer of expertise to the new maintenance contractor, taking the nature of the services into account. The Contractor shall not have an obligation to assist with the transfer of basic skills or with the transfer of expertise linked to the Contractor's business secrets.

The Customer shall prepare a progress plan for the discharge period called the "discharge plan". The Customer may allow a new contractor to produce such a plan on behalf of the Customer. The Contractor shall, without undue delay, contribute the information and expertise necessary to ensure the Customer is able to prepare the plan, including proposing specific activities that are necessary on the part of the Contractor, the time frame for these, and otherwise describing the cooperation required between the Contractor and the Customer upon discharge of the Agreement. Furthermore, the Contractor shall make sure that the Customer is given access, without undue delay, to any information the Customer requires from any of the Contractor's subcontractors.

The Contractor shall assist the Customer in connection with the preparations for the conclusion of a new agreement, and shall provide such information as is necessary in connection with such preparations.

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

The Customer shall pay a consideration for the deliverables mentioned under this clause pursuant to the Contractor's hourly rates as stipulated in Appendix 7 or, alternatively, pursuant to special prices applicable to such services as specified in Appendix 7. Nevertheless, the Customer shall not pay such a consideration if the Agreement is terminated due to a material breach of contract on the part of the Contractor.

For the purposes of facilitating the potential sanctioning of inadequate deliveries in connection with the discharge of the Agreement, the Customer shall be entitled to withhold an amount corresponding to one (1) month's consideration for up to two (2) months after the Agreement comes to an end.

4.4 TEMPORARY EXTENSION OF THE AGREEMENT

The Contractor is obliged to extend the Agreement on otherwise equal terms by up to six (6) months as of the date of discharge of the Agreement, if thus requested by the Customer. The Customer shall give notice to such effect no less than sixty (60) days prior to the discharge of the Agreement.

If the Customer terminates the Agreement for breach by the Contractor, notice as mentioned in the above paragraph may be given simultaneously with the notice of termination for breach. If the discharge of the Agreement results from the Contractor terminating for breach by the Customer, such notice may be given within one (1) week of the Customer having received the 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.

5. THE DUTIES OF THE CONTRACTOR

5.1 THE RESPONSIBILITY OF THE CONTRACTOR FOR ITS PERFORMANCE

The deliveries from the Contractor shall, in an integrated manner, serve the functions and meet the requirements specified in the Agreement.

The Contractor is responsible for ensuring that the personnel who perform the maintenance and services possess the necessary expertise.

5.2 KEY PERSONNEL

Persons designated as key personnel in Appendix 6 shall not, within the scope of the Contractor's managerial prerogative as employer, be replaced without the prior approval of the Customer. Such approval shall not be unreasonably withheld. The actual participation of the key personnel in the provision of the services shall not be

scaled back without the prior approval of the Customer.

5.3 SUBCONTRACTORS AND THIRD PARTIES

If the Contractor appoints a subcontractor or the Customer appoints a third party to perform work occasioned by this Agreement, the relevant party shall remain fully responsible for the performance of such work in the same manner as if said party was performing the work itself. The Contractor shall be notified of any third party selected by the Customer, and may reject the assignment if the Contractor is able to demonstrate that this will entail a material commercial disadvantage to the Contractor.

The Contractor's use and replacement of subcontractors that directly participate in the performance of the deliverables must be approved in writing by the Customer. Approval shall not be unreasonably withheld.

The Contractor shall cooperate with the Customer's other contractors and third parties, including any provider of operational services and providers of third-party software that is covered by the maintenance agreement. The cooperation shall be described in more detail in the cooperation plan, cf. clause 2.1.2.

5.4 WAGES AND WORKING CONDITIONS

The following shall apply to agreements governed by the Regulations No. 112 of 8 February 2008 relating to Wages and Working Conditions under Government Contracts:

In respect of areas covered by the Regulations relating to Generalised Collective Wage Agreements, the Contractor shall ensure that its and any subcontractors' employees who contribute directly to the performance of the Contractor's obligations under the Agreement do not receive wages 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 Contractor shall ensure that the same employees do not receive wages 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 Contractor and that involve the performance of work that contributes directly to the performance of the Contractor's obligations under the Agreement shall include corresponding terms and conditions.

If the Contractor fails to meet this obligation, the Customer shall be entitled to retain part of the contract price, corresponding to approximately two (2) times the

savings of the Contractor, until it has been documented that compliance has been achieved.

The Contractor's obligations as mentioned above shall be documented in Appendix 6 by means of either a self-declaration or a third-party declaration showing conformity between the relevant collective wage agreement and the actual wages and working conditions relating to compliance with the Contractor's and any subcontractors' obligations.

The Contractor shall, at the request of the Customer, disclose documentation relating to the wages and working conditions which are used. Each of the Customer and the Contractor 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 Contractor 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 Contractor's obligations pursuant to this provision. The disclosure obligation shall also apply to subcontractors.

Further clarification concerning the implementation of this clause 5.4 may be agreed in Appendix 6.

6. THE DUTIES OF THE CUSTOMER

6.1 RESPONSIBILITIES OF AND CONTRIBUTIONS BY THE CUSTOMER

The Customer shall perform daily follow-up actions. This includes making back-up copies of software and data, as well as ensuring that equipment and software are utilised and stored as prescribed by the equipment or software provider.

The Customer shall facilitate the Contractor's performance of its duties by, inter alia, granting the Contractor the necessary access to its premises and giving written notice of any relocation of equipment that is of importance to the deliverables. More detailed requirements in respect of the Customer's participation may be specified in Appendix 2.

7. DUTIES OF THE CUSTOMER AND THE CONTRACTOR

7.1 CONFIDENTIALITY OBLIGATION

Information that comes into the possession of the parties in connection with the Agreement and the implementation of the Agreement shall be kept confidential, and shall not be disclosed to any third party without the consent of the other party.

If the Customer is a public body, the scope of the confidentiality obligation under this provision shall not go beyond that laid down by the Act of 10 February 1967 relating to Procedure in Cases concerning the Public Administration (Public Administration Act) or corresponding 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 other third parties who act on behalf of the parties in connection with the implementation of the Agreement. The parties may only transmit confidential information to such subcontractors and third parties to the extent necessary for the implementation of the Agreement, and provided that they are subjected to a confidentiality obligation corresponding to that stipulated in this clause 7.1.

The confidentiality obligation shall not prevent the parties from utilising experience and expertise developed in connection with the implementation of the Agreement.

The confidentiality obligation shall continue to apply after the expiry of the Agreement. Employees or others who resign from their positions with one of the parties shall be subjected to a confidentiality obligation following their resignation as well, as far as factors mentioned above are concerned. The confidentiality obligation shall lapse five (5) years after the Agreement comes to an end, unless otherwise is stipulated by law or regulations.

7.2 FORM OF COMMUNICATION - IN WRITING

All notices, demands or other communications relating to the Agreement shall be submitted in writing to the postal address or electronic address stated on the first page of the Agreement, unless the parties have agreed a different procedure in Appendix 6 for this type of enquiry.

8. CONSIDERATION AND PAYMENT TERMS

8.1 CONSIDERATION

All prices and the detailed terms governing the consideration to be paid by the Customer for the deliverables provided by the Contractor are set out in Appendix 7. Unless otherwise specified in Appendix 7, all prices are quoted exclusive of Value Added Tax, but inclusive of customs duties and any other indirect taxes. All prices are quoted in Norwegian kroner.

Disbursements, including travel and subsistence costs, shall only be reimbursed to the extent agreed. Travel and subsistence costs shall be specified separately, and shall be paid pursuant to the Government Travel Allowance Scale applicable at any given time, unless otherwise agreed. Travel time shall only be invoiced if this is agreed in Appendix 7.

If the Contractor is of the view that maintenance and servicing falling outside the scope of the Agreement should be carried out, the prior consent of the Customer shall be obtained in respect thereof if such maintenance shall be invoiced over and above the consideration specified in the Agreement.

8.2 PAYMENT TERMS

Periodic consideration shall fall due for payment within thirty (30) calendar days of the invoice date, with the initial payment due date being no earlier than thirty (30) calendar days after the maintenance agreement comes into effect.

If special pricing and/or payment terms and conditions shall apply for the Agreement, these shall be specified in Appendix 7.

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

Other payment terms, and any terms and conditions relating to the use of EHF, shall be set out in Appendix 7.

The Contractor shall be responsible for paying any costs it incurs in respect of submitting electronic invoices.

8.3 LATE PAYMENT INTEREST

If the Customer fails to make payment by the agreed time, the Contractor shall be entitled to claim interest on any overdue amount, pursuant to the Act No. 100 of 17 December 1976 relating to Interest on Overdue Payments, etc. (Late Payment Interest Act).

8.4 PAYMENT DEFAULT

If overdue consideration, with the addition of late payment interest, has not been paid within thirty (30) calendar days of the due date, the Contractor may send a written notice to the Customer, stating that the Agreement will be terminated for breach, unless settlement has taken place within sixty (60) calendar days of receipt of such notice.

Termination for breach may not take place if the Customer settles the overdue consideration, with the addition of late payment interest, by the expiry of the deadline.

8.5 PRICE ADJUSTMENTS

The maintenance consideration and hourly rates may be adjusted at the beginning of every 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 formed, unless a different index value is agreed in Appendix 7.

The prices may be adjusted to the extent that rules or administrative decisions pertaining to indirect taxes are amended in a way that affects the consideration or costs of the Contractor.

Any other provisions pertaining to price adjustments are set out in Appendix 7.

9. EXTERNAL LEGAL REQUIREMENTS, SECURITY AND DATA PROTECTION

9.1 GENERAL EXTERNAL LEGAL REQUIREMENTS AND MEASURES

Each party is responsible for fulfilling its respective duties pursuant to external legal requirements (acts, regulations, other regulatory requirements). The Customer shall identify, in Appendix 1, which legal requirements, or requirements that are specific to the party in question, are of relevance to the conclusion and implementation of this Agreement. The Customer shall be responsible for specifying the relevant requirements for the maintenance services in Appendix 1.

Each party shall, as a general rule, pay the costs of complying with legal requirements applicable to the party and its activities. In the event of changes to legal requirements or official requirements that affect the activities of the Customer and that occasion a need for changes to the deliverables subsequent to the conclusion of the Agreement, the Customer shall cover the costs associated with such changes and any additional work.

9.2 INFORMATION SECURITY

The Contractor will take appropriate measures to address the information security requirements associated with the performance of the Service.

This entails that the Contractor 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 Contractor 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 Contractor, the Customer must state this in Appendix 1.

If the Contractor handles the Customer's data, the Contractor 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 Contractor or others who do not need the information in their work for the Customer.

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

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

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

9.3 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.

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 9.3 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 6.

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 11.4.6 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.

10. RIGHT OF OWNERSHIP AND RIGHT OF DISPOSAL

10.1 RIGHT OF OWNERSHIP OF EQUIPMENT

The Customer is granted the same rights in respect of new equipment supplied under this Agreement as it was granted in respect of the original equipment, unless otherwise is agreed in Appendix 7.

10.2 RIGHT OF DISPOSAL OF SOFTWARE, DOCUMENTATION, ETC.

The Customer is granted a right of disposal in respect of software in accordance with the concluded agreement governing rights of disposal. If maintenance is performed by software being replaced, the Customer is granted the same rights in respect of the new software as it had in respect of the software being replaced.

The Customer is granted a right of disposal in respect of any documentation and reports that the Customer receives pursuant to the concluded agreement governing rights of disposal. If no such agreement exists, the Customer is granted the right of disposal necessary to utilise the documentation for its activities and for the cooperation necessary with the Customer's contractual partners. When documentation and reports are updated, the Customer is granted the same rights in respect of the updated documentation or reports as it had in respect of the originals.

10.3 EXPANDED RIGHT OF DISPOSAL OF CHANGES AND SOFTWARE EXPANSIONS THAT ARE DEVELOPED FOR THE CUSTOMER

The Customer is granted, free of charge, a perpetual and non-exclusive right to utilise changes and software expansions that are developed or customised specifically for the Customer (expanded right of disposal) pursuant to the Agreement. The expanded right of disposal includes the right to use, copy, modify and develop the customisations, either on its own or with the assistance of a third party. The Customer is entitled to confer a corresponding expanded right of disposal on any other public body.

Source code and associated specifications and documentation of the development and customisations shall be handed over to the Customer within ten (10) working days after the change or software expansion has been approved by the Customer, unless otherwise is agreed in each instance.

11. BREACH OF CONTRACT ON THE PART OF THE CONTRACTOR

11.1 WHAT IS DEEMED TO CONSTITUTE BREACH OF CONTRACT

There is a breach of contract on the part of the Contractor if the Contractor fails to perform its duties under the Agreement and this is not caused by circumstances related to the Customer or by force majeure.

The Customer shall submit a written complaint without undue delay after the breach of contract has been discovered or ought to have been discovered.

11.2 NOTIFICATION OBLIGATION

If the Contractor is unable to perform its duties as agreed, the Contractor shall give the Customer written notice of this as soon as possible. The notice shall specify the reason for the problem and, insofar as it is possible, when the deliverables can be performed. A corresponding obligation shall apply if additional delays are to be expected after the first notice has been given.

11.3 CURE

The Contractor shall commence and complete the effort of curing the breach of contract as quickly as possible after the Contractor has been notified of the breach.

11.4 REMEDIES FOR BREACH OF CONTRACT

11.4.1 Withheld payment

In the event of a breach of contract on the part of the Contractor, the Customer may withhold payment, although the amount withheld shall not be obviously higher than what is necessary to secure the Customer's claim resulting from the breach of contract.

11.4.2 Price reduction

If the Contractor has not succeeded, despite repeated attempts, in curing the breach of contract, the Customer may claim a proportional price reduction.

11.4.3 Standardised damages and hourly liquidated damages

In the case of overrun deadlines or another failure to perform on the part of the Contractor, the Customer shall have the right to standardised compensation as stipulated in Appendix 5.

If standardised damages have *not* been agreed in Appendix 5, the Customer may demand hourly liquidated damages in accordance with the provisions below:

If any agreed deadline for rectifying A or B level errors is not complied with, and this is not caused by force majeure or circumstances related to the Customer, there is a delay on the part of the Contractor that triggers hourly liquidated damages.

The hourly liquidated damages shall accumulate automatically and amount to 0.2 per cent of the overall annual consideration, excluding Value Added Tax, for each hour, or part thereof, of delay. The hourly liquidated damages shall only accumulate during ordinary working hours on working days. The liability for accumulated hourly liquidated damages may not exceed 5 per cent of the annual consideration per instance of breach of contract and 15 per cent of the annual consideration per year.

Other rates and other periods for hourly liquidated damages, as well as the deliverables to which these shall apply, may be agreed in Appendix 1.

If only parts of the maintenance deliverables are delayed, the Contractor may request a reduction in the hourly liquidated damages proportional to the ability of the Customer to utilise the software and equipment.

The Customer shall not have the right to terminate the Agreement for breach for as long as the hourly liquidated damages continue to accumulate. However, such restriction as to the timing of termination for breach shall not apply in the case of wilful misconduct or gross negligence on the part of the Contractor or anyone for whom it is responsible.

11.4.4 Termination for breach

If there is a material breach of contract, the Customer may, after giving the Contractor written notice and a reasonable deadline for remedying the situation, terminate the Agreement for breach with immediate effect.

The Customer may terminate all or part of the Agreement for breach with immediate effect if the accumulated hourly liquidated damages reach the maximum ceiling of 15 per cent within a one (1) year period.

11.4.5 Damages

The Customer may claim damages in respect of any direct loss, including additional costs the Customer incurs due to substitute purchases, any loss caused by additional work and other direct costs in connection with delays, deficiencies or other breaches of contract pursuant to clause 11.1, unless the Contractor demonstrates that the Contractor did not cause the breach of contract or the reason for the breach of contract.

Any accumulated hourly liquidated damages and standardised damages shall be deducted from any other damages in respect of the same delay/breach.

11.4.6 Limitation of damages

No damages may be claimed in respect of indirect loss. Indirect loss includes, but is not limited to, lost earnings of any kind, lost savings, loss of data, and claims from third parties, with the exception of liability for damages imposed as a result of defects in title.

Overall damages per calendar year are limited to an amount corresponding to the overall annual consideration under the Agreement, excluding Value Added Tax.

The said limitations of damages shall not apply in the case of gross negligence or wilful misconduct on the part of the Contractor or anyone for whom the Contractor is responsible.

12. BREACH OF CONTRACT ON THE PART OF THE CUSTOMER

12.1 WHAT IS DEEMED TO CONSTITUTE BREACH OF CONTRACT

There is breach of contract on the part of the Customer if the Customer fails to perform its duties under the Agreement, and this is not caused by circumstances related to the Contractor or by force majeure.

The Contractor shall give written notice without undue delay after the breach of contract has been discovered or ought to have been discovered.

12.2 NOTIFICATION OBLIGATION

If the Customer is unable to perform its duties as agreed, the Customer shall notify the Contractor in writing accordingly as soon as possible. The notice shall specify the reason for the problem and, to the extent possible, when the Customer will again be able to perform the agreed duty.

12.3 CURTAILMENT OF THE RIGHT OF RETENTION ON THE PART OF THE CONTRACTOR

The Contractor shall not suspend any deliverables as the result of breach of contract on the part of the Customer, unless the breach is material.

12.4 TERMINATION FOR BREACH

If there is a material breach of contract, the Contractor may, after having given the Customer written notice and granted it a reasonable deadline for remedying the situation, terminate all or parts of the Agreement for breach with immediate effect.

12.5 DAMAGES

The Contractor may claim damages in respect of any direct loss that results from a breach of contract pursuant to clause 12.1, including any loss caused by additional work and other direct costs, unless the Customer is able to demonstrate that the breach of contract or the cause of the breach of contract is not attributable to the Customer.

The limitation of damages provision of the Agreement, as set out in clause 11.4.6, shall apply correspondingly.

13. OTHER PROVISIONS

13.1 RISK IN RESPECT OF SOFTWARE AND EQUIPMENT

The Customer assumes the risk relating to equipment and software that fall within the scope of the Agreement, cf. Appendix 3. The Contractor assumes the risk relating to any other equipment or software, for example, spare equipment, which it has placed on the premises of the Customer, unless otherwise agreed.

13.2 ASSIGNMENT OF RIGHTS AND OBLIGATIONS

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

The Contractor may only assign its rights and obligations under the Agreement with the written consent of the Customer. The same shall apply if the Contractor 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 Contractor is merged with another company. Consent shall not be unreasonably withheld.

The right to assignment in the paragraph above shall only apply if the new contractor meets the original qualification requirements, no other 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 shall not release the Contractor from its obligations and responsibilities.

13.3 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 Contractor, the Customer shall be entitled to terminate the Agreement for breach with immediate effect, unless otherwise is stipulated by mandatory law.

13.4 FORCE MAJEURE

Should an extraordinary situation outside the control of the parties arise that makes it impossible to perform duties under this Agreement, and which under Norwegian law shall be classified as force majeure, the other party shall 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 terminate the Agreement for breach 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 from the date on which such situation arose, and in such case only with fifteen (15) calendar days' notice. Each of the parties shall cover their own costs associated with the ending of the contractual relationship. The Customer shall pay the agreed price for the part of the deliverables that was performed prior to the Agreement coming to an end. The parties may not present other claims against each other due to the Agreement coming to an end pursuant to this provision.

The parties shall, in connection with force majeure situations, have a mutual disclosure obligation towards each other concerning all matters that must be deemed relevant to the other party. Such information shall be disclosed as soon as possible.

14. DISPUTES

14.1 GOVERNING LAW

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

14.2 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 resolve such dispute through negotiations and/or mediation.

14.3 LITIGATION OR ARBITRATION

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

The venue shall be the court of domicile of the Customer.

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



Solution for new Ingest System of Media Assets

NRK 2024-295

SSA-V Appendix 1 – Customer requirement
specification

[Contractor name]

[Contractor logo]

This Request for Proposal is formally issued by:

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1. INTRODUCTION

This agreement is related to maintenance of the solution for Ingest Solution in NRK.

Appendix 1 describes the needs as deemed suitable by the Customer to maintain the Solution (software, Contractor delivered integrations, hardware) delivered by the Contractor under SSA-T.

The Contractor shall give their response in Appendix 2 where this is marked in blue (**Contractor's response**) and follow the instructions how to the Contractor should use illustrations and text, to make sure it is clear how the service meets the requirements.

2. GENERAL NEEDS

The Customer's ingest solution is a vital part of the Customer's publishing and production platform. Reliability is important and unscheduled downtime affecting the Customer ability to produce and publish content must be avoided. Furthermore, cost-efficient and optimized support and maintenance as described in this agreement will for the lifecycle of the solution be of high importance to ensure the Customer has an up-to-date and well-functioning toolset.

During the duration of support agreement, the solution will have to be adapted to the Customer's needs as a technologically advanced and demanding business.

The Contractor must provide an overall description of his understanding of the assignment and the maintenance service offered, including any prerequisites.

The Contractor shall describe how a combination of proactive and reactive maintenance services can enable him to guarantee uptime and ingest capability set forth in Appendix 5. Please also see sections 4.3 and 4.4.

The Contractor should offer his standard service agreement that, to the best extent, fits or exceeds the requirements in Appendices 1 and 5. The description of the service shall address which level of standard service agreement that best fits the Customer's need.

#	Deliverable
1	The Contractor must describe how the system is kept updated at any time in cooperation and per agreement with the Customer.
2	The Contractor must describe how they take care of their responsibility for life cycle management of the software that is necessary to maintain the agreed function and service level.
3	The Contractor must describe how they will carry out maintenance of the software so that the solution can be kept up-to-date in terms of security and quality throughout the entire agreement period.
4	If any standard software or third-party software is included in the solution, of which the Contractor has not developed itself or does not maintain itself, please describe how this will be handled by the Contractor support organization.
5	The Contractor is responsible for quality and performance also for any standard software or third-party deliveries, and any maintenance conditions agreed between the Contractor and the third-party supplier must be attached in Appendix 10 and the terms and conditions for the maintenance service shall be explicitly specified in a separate chapter in Appendix 2. Please read clause 2.2.5 in the general contracting wording.
6	Present roadmap: The Contractor should at least once a year present in writing form any new functionality that will be available the next 12-24 months.

#	Deliverable
7	The Contractor should proactively --contribute to keep down cost levels associated with the operation and maintenance of the solution, cf. section 4.2, requirement 6.
8	The Customer shall be notified and provided access to the source code as described in SSA-T Appendix 1, section 12.5.1 Right of ownership and right of disposal, if the Contractor during the term of the Maintenance Agreement should have or should have any reason to foresee that events described in the General Contract Terms clause 10.2.2 may occur.

3. HANDLING OF INQUIRES

#	Deliverable
1	The Contractor must have a dedicated help line/user support making it possible for the Customer to report critical problems. The Contractor is asked to describe in Appendix 6 the support organisation and communication channels, i.e. phone/web/e-mail. It is preferred that the Customer is given access to the Contractor's service management system for self-service in registering and monitoring the progress on the issues solving.
2	The Customer will provide the Contractor with remote access with named personal user accounts to the relevant parts of the infrastructure, to facilitate on-line investigation on the solution. The Contractor must be able to use remote access for user support and troubleshooting /correction. Routines and toolset for remote access is to be discussed and agreed upon during the establishment phase.
3	Where the Contractor does not itself supply the products (including hardware and software), the Contractor shall accept that the Customer can take direct contact with the manufacturer whenever the Customer think it is appropriate.

4. THE MAINTENANCE SERVICE (CF 2.2.1)

The following services are part of the maintenance price.

4.1 User support (cf 2.2.4)

First line user support will be handled internally. Hence, the required support from the Contractor will be limited to second- and third line support. As the solution is of critical importance, the Contractor will have to provide rapid response to any such support requests, even if they are limited in numbers.

#	Deliverable
1	The Contractor must provide second- and third-line support. First line support will be handled by the Customer.
2	The Contractor must have available qualified personnel for providing third line support and take technical support calls and on-line communication via telephone, email, and the fault reporting system. The user support is to be described in Appendix 6.
3	The Contractor must provide ordinary user support during normal office hours (CET/CEST 08:00-16:00)
4	The Contractor must have a way of reporting critical issues (Level A) 24/7-365, and support staff ensuring that the critical issues will be handled in accordance with Appendix 5, section 2.

4.2 Preventive maintenance

#.	Deliverable
1	The Contractor must keep updated on current OS support to ensure the Customer is not left on an EOL-branch of OS.
2	The Contractor must continuously make security updates and patching of known vulnerabilities available to the Customer.
3	The Contractor must actively notify the Customer of events that may affect the Customer's use of the system, such as known errors and the need for upgrades and security updates. The information is to be readily available for the Customer. The Contractor must inform on when and how the error is planned to be solved and inform on whether any temporary solutions are available.
4	The Contractor should at regular intervals (e.g. annually) perform a solution health check in cooperation with the Customer. Based on this, the Contractor shall provide a plan of action to resolve any issues within a reasonable time plan.
5	When applying changes, upgrades and maintenance to the system, it should be done in a manner that doesn't affect the uptime and delivery of the service provided by the system.
6	The Contractor is asked to describe other preventive services that they believe are necessary for them to be able to guarantee the level of service expressed in Appendix 5. Please inform whether these services are part of their standard service agreements and already included in the price. If the services are priced separately the price must be inserted in Appendix 7.

4.3 Corrective maintenance

#	Deliverable
1	Errors reported by the Customer must contain the Customer's proposal for categorizing the error (A, B or C error), as described in SSA-V clause 2.2.5. If the work with an error situation shows that the categorization is incorrect or is no longer valid, the Contractor must propose a changed categorization. Changed categorization is only valid if the Customer approves the change.
2	The Contractor must, by agreement, deliver error reports where the Customer is affected, which describes the consequences for the customer, deviation reports and any change requests.
3	The Contractor will make bug fix releases available to the Customer when required to fix any urgent issues.
4	The Contractor shall provide new releases including fixes to previously reported problems and improved or new functionality to the software.
5	The Contractor must carry out thorough tests of the software before the correction is made available for installation in the Customer's test environment. The testing must also ensure that no errors have occurred as a result of the error correction.
6	The Contractor must maintain control of all third-party libraries and components in the solution in order to uncover security vulnerabilities and updates that are significant for the solution and ensure that errors in third-party libraries that imply the need for error correction of the solution are delivered under the same conditions as error corrections in self-developed components.
7	The Contractor is obliged, without additional remuneration, to assist with the implementation of corrections in connection with category A and B errors.

4.4 Error handling (cf. 2.2.5)

#	Deliverable
1	The Contractor shall provide fixes to problems and improvements to vulnerabilities for the version of the software or hardware used by customer.
2	The Customer wants error handling work to be initiated as soon as the error is reported and solved as soon as possible; Please see Appendix 5.
3	If the Customer is in doubt as to whether the error is caused by software, equipment or the network, the Customer can demand that the Contractor implements the necessary measures for troubleshooting. The Contractor shall assist the Customer in fault finding and rectification, even if it is unclear whether the fault is the Contractor's responsibility, if the Customer requests this.
4	The Customer will upon the Contractor's advice purchase and store critical components (hardware spare-parts) on-site to minimize the restore time on error caused by hardware. The Customer may be of help to fix hardware error upon guidance of the Contractor.
5	The Contractor shall describe relevant support packages for equipment which does not have spare parts stored at the customer's facility.

4.5 New versions (cf. 2.2.7)

#	Deliverable
1	The Contractor must offer new versions of the software to the Customer as soon as reasonably possible after new versions become available. The parties will agree to a timetable for testing and the migration from the current version with the aim of minimizing interruption to the Customer's operations.
2	The Contractor should inform the Customer in writing in reasonable time before launching a new version. The information must include changes that may significantly impact the Customer's use of the Solution.
3	The Contractor must support previous version of the software up to 12 months after a release of new main versions.
4	All new versions should be backward compatible so that functionality that the Customer is using, or is planning to use, is not lost in the new version.
5	Upon the release of new versions, the Contractor shall ensure that the version/fix has been subject to testing, equivalently to the requirements as set forth in the Customization Agreement, in an environment comparable to the Customer's production platform. Documentation on such testing, including test results, should follow the release.
6	The Customer may carry out all upgrades and patching themselves or the Contractor may carry out upgrades and patching in close cooperation with the Customer. The Contractor shall, upon specific request from the Customer, be able to assist, or possibly take responsibility for this, in accordance with the hourly prices that appear in appendix 7.
7	The Contractor shall describe their methods for delivering new versions, e.g. how often major or minor releases are given to the Customers.
8	When the Contractor makes new versions, patches or other changes to the system available for the Customer, it shall be possible to deploy using the described deployment procedure cf. in SSA-T Appendix 1, section 7.4. This applies for all changes to be deployed to the system.

5. UPDATING DOCUMENTATION (CF. 2.2.3)

#	Deliverable
1	The Contractor must deliver updated documentation as specified in SSA-T Appendix 1 for new versions and significant changes to the solution. This update shall be part of the service price.
2	A new version must contain a version note. The note must describe what has been changed, which upgrades, optimization, configuration changes, technical/logical sketch and error corrections have been carried out as well as a test report. Correspondingly, error correction in the form of a fix/patch must be documented.
3	Customer-specific documentation and general product documentation must be made available in English.
4	For each main delivery, the Contractor must deliver safety documentation that includes: <ul style="list-style-type: none"> • Updated solution description for security • Requirements for configuration in the Customer's environment to safeguard security • A guarantee that the Delivery does not contain code that could weaken the security of the solution, including viruses, back doors, unspecified/undocumented functions or other forms of malware.

6. ADDITIONAL SERVICES

6.1 **Future development (cf. 2.2.8) / supplementary purchases (cf.2.2.9)**

The Customer may request changes or enhancements to the software at any time. The Contractor must provide an estimate of cost and timetable for such deliveries, according to Appendix 5, section 2.3.

The Customer may require improvements, development of new features during the lifecycle of the solution, including e.g. new modules, supplementary software licenses and/or hardware.

The Customer reserves the right to demand that major project deliveries under SSA-V are carried out in line with the principles and provisions that follow from SSA-T Appendices 1/2, 4-6 and 7.

The Contractor shall account for how the Contractor handles future development requests with reference to the maintenance agreement 2.2.8 – «Future development».

6.2 **Training**

#	Deliverable
1	The Contractor must provide, upon request, functional and/or technical training of the Customer's internal experts/super users on the software and on the problem reporting procedures and problem analysis tools. All requests to the Contractor by the Customer for the service shall be made by the internal expert/second line support.

7. EXTERNAL LEGAL REQUIREMENTS (CF 9.1)

#	Deliverable
1	If applicable a Data Processing Agreement will be entered into subject to SSA-T, cf. Appendix 1 section 11.2. The Contractor shall handle personal data in accordance with applicable Norwegian laws and regulations.



Solution for new Ingest System of Media Assets

NRK 2024-295

SSA-V Appendix 2 – Contractor solution specification
(description of the maintenance services)

[Contractor name]

[Contractor logo]

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1 INTRODUCTION

This Appendix contains the Contractor's specification of the support and maintenance solution in accordance with the requirements as set out by the Customer in Appendix 1.

Compliance is indicated by applying the following codes supplemented by solution descriptions for each requirement:

- Y – Yes; fully comply
- P – Partly comply
- N – No; Does not comply

2 GENERAL NEEDS

#	Deliverable	Compliance	The Contractor's Solution Description
1	The Contractor must describe how the system is kept updated at any time in cooperation and per agreement with the Customer.		
2	The Contractor must describe how they take care of their responsibility for life cycle management of the software that is necessary to maintain the agreed function and service level.		
3	The Contractor must describe how they will carry out maintenance of the software so that the solution can be kept up-to-date in terms of security and quality throughout the entire agreement period.		
4	If any standard software or third-party software is included in the solution, of which the Contractor has not developed itself or does not maintain itself, please describe how this will be handled by the Contractor support organization.		
5	The Contractor is responsible for quality and performance also for any standard software or third-party deliveries, and any maintenance conditions agreed between the Contractor and the third-party supplier must be attached in Appendix 10 and the terms and conditions for the maintenance service shall be		

#	Deliverable	Compliance	The Contractor's Solution Description
	explicitly specified in a separate chapter in Appendix 2. Please read clause 2.2.5 in the general contracting wording.		
6	Present roadmap: The Contractor should at least once a year present in writing form any new functionality that will be available the next 12-24 months.		
7	The Contractor should proactively --contribute to keep down cost levels associated with the operation and maintenance of the solution, cf. section 4.2, requirement 6.		
8	The Customer shall be notified and provided access to the source code as described in SSA-T Appendix 1, section 12.5.1 Right of ownership and right of disposal, if the Contractor during the term of the Maintenance Agreement should have or should have any reason to foresee that events described in the General Contract Terms clause 10.2.2 may occur.		

3 HANDLING OF INQUIRES

#	Deliverable	Compliance	The Contractor's Solution Description
1	<p>The Contractor must have a dedicated help line/user support making it possible for the Customer to report critical problems. The Contractor is asked to describe in Appendix 6 the support organisation and communication channels, i.e. phone/web/e-mail.</p> <p>It is preferred that the Customer is given access to the Contractor's service management system for self-service in registering and monitoring the progress on the issues solving.</p>		
2	The Customer will provide the Contractor with remote access		

#	Deliverable	Compliance	The Contractor's Solution Description
	<p>with named personal user accounts to the relevant parts of the infrastructure, to facilitate on-line investigation on the solution.</p> <p>The Contractor must be able to use remote access for user support and troubleshooting /correction.</p> <p>Routines and toolset for remote access is to be discussed and agreed upon during the establishment phase.</p>		
3	<p>Where the Contractor does not itself supply the products (including hardware and software), the Contractor shall accept that the Customer can take direct contact with the manufacturer whenever the Customer think it is appropriate.</p>		

4 [THE MAINTENANCE SERVICE \(CF 2.2.1\)](#)

4.1 [User support \(cf 2.2.4\)](#)

#	Deliverable	Compliance	The Contractor's Solution Description
1	<p>The Contractor must provide second- and third-line support. First line support will be handled by the Customer.</p>		
2	<p>The Contractor must have available qualified personnel for providing third line support and take technical support calls and on-line communication via telephone, email, and the fault reporting system. The user support is to be described in Appendix 6.</p>		
3	<p>The Contractor must provide ordinary user support during normal office hours (CET/CEST 08:00-16:00)</p>		
4	<p>The Contractor must have a way of reporting critical issues (Level A) 24/7-365, and support staff ensuring that the critical issues will be handled in accordance with Appendix 5, section 2.</p>		

4.2 Preventive maintenance

#.	Deliverable	Compliance	The Contractor's Solution Description
1	The Contractor must keep updated on current OS support to ensure the Customer is not left on an EOL-branch of OS.		
2	The Contractor must continuously make security updates and patching of known vulnerabilities available to the Customer.		
3	The Contractor must actively notify the Customer of events that may affect the Customer's use of the system, such as known errors and the need for upgrades and security updates. The information is to be readily available for the Customer. The Contractor must inform on when and how the error is planned to be solved and inform on whether any temporary solutions are available.		
4	The Contractor should at regular intervals (e.g. annually) perform a solution health check in cooperation with the Customer. Based on this, the Contractor shall provide a plan of action to resolve any issues within a reasonable time plan.		
5	When applying changes, upgrades and maintenance to the system, it should be done in a manner that doesn't affect the uptime and delivery of the service provided by the system.		
6	The Contractor is asked to describe other preventive services that they believe are necessary for them to be able to guarantee the level of service expressed in Appendix 5. Please inform whether these services are part of their standard service agreements and already included in the price. If the services are priced separately the price must be inserted in Appendix 7.		

4.3 Corrective maintenance

#	Deliverable	Compliance	The Contractor's Solution Description
1	Errors reported by the Customer must contain the Customer's proposal for categorizing the error (A, B or C error), as described in SSA-V clause 2.2.5. If the work with an error situation shows that the categorization is incorrect or is no longer valid, the Contractor must propose a changed categorization. Changed categorization is only valid if the Customer approves the change.		
2	The Contractor must, by agreement, deliver error reports where the Customer is affected, which describes the consequences for the customer, deviation reports and any change requests.		
3	The Contractor will make bug fix releases available to the Customer when required to fix any urgent issues.		
4	The Contractor shall provide new releases including fixes to previously reported problems and improved or new functionality to the software.		
5	The Contractor must carry out thorough tests of the software before the correction is made available for installation in the Customer's test environment. The testing must also ensure that no errors have occurred as a result of the error correction.		
6	The Contractor must maintain control of all third-party libraries and components in the solution in order to uncover security vulnerabilities and updates that are significant for the solution and ensure that errors in third-party libraries that imply the need for error correction of the solution are delivered under the same conditions as error corrections in self-developed components.		
7	The Contractor is obliged, without additional remuneration, to assist with the		

#	Deliverable	Compliance	The Contractor's Solution Description
	implementation of corrections in connection with category A and B errors.		

4.4 Error handling (cf 2.2.5)

#	Deliverable	Compliance	The Contractor's Solution Description
1	The Contractor shall provide fixes to problems and improvements to vulnerabilities for the version of the software or hardware used by customer.		
2	The Customer wants error handling work to be initiated as soon as the error is reported and solved as soon as possible; Please see Appendix 5.		
3	If the Customer is in doubt as to whether the error is caused by software, equipment or the network, the Customer can demand that the Contractor implements the necessary measures for troubleshooting. The Contractor shall assist the Customer in fault finding and rectification, even if it is unclear whether the fault is the Contractor's responsibility, if the Customer requests this.		
4	The Customer will upon the Contractor's advice purchase and store critical components (hardware spare-parts) on-site to minimize the restore time on error caused by hardware. The Customer may be of help to fix hardware error upon guidance of the Contractor.		
5	The Contractor shall describe relevant support packages for equipment which does not have spare parts stored at the customer's facility.		

4.5 New versions (cf 2.2.7)

#	Deliverable	Compliance	The Contractor's Solution Description
1	The Contractor must offer new versions of the software to the Customer as soon as reasonably possible after new versions become available. The parties will agree to a timetable for testing and the migration from the current version with the aim of minimizing interruption to the Customer's operations.		
2	The Contractor should inform the Customer in writing in reasonable time before launching a new version. The information must include changes that may significantly impact the Customer's use of the Solution.		
3	The Contractor must support previous version of the software up to 12 months after a release of new main versions.		
4	All new versions should be backward compatible so that functionality that the Customer is using, or is planning to use, is not lost in the new version.		
5	Upon the release of new versions, the Contractor shall ensure that the version/fix has been subject to testing, equivalently to the requirements as set forth in the Customization Agreement, in an environment comparable to the Customer's production platform. Documentation on such testing, including test results, should follow the release.		
6	The Customer may carry out all upgrades and patching themselves or the Contractor may carry out upgrades and patching in close cooperation with the Customer. The Contractor shall, upon specific request from the Customer, be able to assist, or possibly take responsibility for this, in		

#	Deliverable	Compliance	The Contractor's Solution Description
	accordance with the hourly prices that appear in appendix 7.		
7	The Contractor shall describe their methods for delivering new versions, e.g. how often major or minor releases are given to the Customers.		
8	When the Contractor makes new versions, patches or other changes to the system available for the Customer, it shall be possible to deploy using the described deployment procedure cf. in SSA-T Appendix 1, section 7.4. This applies for all changes to be deployed to the system.		

5 UPDATING DOCUMENTATION (CF 2.2.3)

#	Deliverable	Compliance	The Contractor's Solution Description
1	The Contractor must deliver updated documentation as specified in SSA-T Appendix 1 for new versions and significant changes to the solution. This update shall be part of the service price.		
2	A new version must contain a version note. The note must describe what has been changed, which upgrades, optimization, configuration changes, technical/logical sketch and error corrections have been carried out as well as a test report. Correspondingly, error correction in the form of a fix/patch must be documented.		
3	Customer-specific documentation and general product documentation must be made available in English.		
4	For each main delivery, the Contractor must deliver safety documentation that includes: <ul style="list-style-type: none"> Updated solution description for security 		

#	Deliverable	Compliance	The Contractor's Solution Description
	<ul style="list-style-type: none"> Requirements for configuration in the Customer's environment to safeguard security A guarantee that the Delivery does not contain code that could weaken the security of the solution, including viruses, back doors, unspecified/undocumented functions or other forms of malware. 		

6 ADDITIONAL SERVICES

6.1 Future development (cf 2.2.8)

[The Contractor's response to be inserted here.]

6.1 Training

#	Deliverable	Compliance	The Contractor's Solution Description
1	The Contractor must provide, upon request, functional and/or technical training of the Customer's internal experts/super users on the software and on the problem reporting procedures and problem analysis tools. All requests to the Contractor by the Customer for the service shall be made by the internal expert/second line support.		

7 EXTERNAL LEGAL REQUIREMENTS (CF 9.1)

#	Deliverable	Compliance	The Contractor's Solution Description
1	If applicable a Data Processing Agreement will be entered into subject to SSA-T, cf. Appendix 1 section 11.2. The Contractor shall handle personal data in accordance with applicable Norwegian laws and regulations.		



Solution for new Ingest System of Media Assets

NRK 2024-295

SSA-V Appendix 3 – Software and/or equipment to be maintained

[Contractor name]

[Contractor logo]

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1 INTRODUCTION

Please list all software and hardware to be maintained as part of this Agreement.

The maintenance agreement must cover all deliveries that are part of the solution in SSA-T Appendix 2; this includes any added deliveries during the lifecycle of the provided solution.

This Appendix must be updated after the approval of the detailed specifications of the Development and Customization Agreement and shall be updated during the lifetime of the contract.

2 MAINTENANCE

2.1 The scope of the maintenance service (Clause. 2.2.1)

The Contractor is to specify hardware, software and APIs that is subject to support and maintenance under this agreement.

2.2 Hardware

Name	Item number	Purpose	Number of units

2.3 Software

Name	Version number	Purpose	Number of units

2.4 API

API (software's interaction with other software)	Version



Solution for new Ingest System of Media Assets

NRK 2024-295

SSA-V Appendix 4 – Project and Progress plan

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1. INTRODUCTION

Plans for the establishment of the system before the system is fully operative and accepted by the Customer, must be placed in Appendix 4 of the Customization agreement (SSA-T).

Any reference to “clause” refers to a section in the main text of the SSA-V Agreement.

2. PROJECT AND PROGRESS PLAN

The Contractor shall provide a plan for establishing the support and maintenance service. Please include this description in Appendix 4 of the Customization agreement (SSA-T), including any prerequisites or demands to the Customer's organization.

3. DURATION OF THE SUPPORT AND MAINTENANCE AGREEMENT

The Agreement shall be for a term of minimum five (5) years starting from the date set out on page two of the Agreement.

If annual extensions of the agreement are incompatible with the Contractor's standard terms and conditions, alternative provisions for extension can be set out below.



Solution for new Ingest System of Media Assets

NRK 2024-295

SSA-V Appendix 5 - Service level with standardised price reduction

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1. INTRODUCTION

The service level described in this Appendix is required for support and maintenance.

The Contractor shall provide relevant information, as far as possible, where requested.

All references labeled cf. <number> refer to the General Contract Terms (SSA-V)

The Contractor is to fill out relevant information and provide their response where this is marked in blue (Contractor's response).

The table below contains definitions of terms applied in this Appendix.

Term	Definition
Scheduled Maintenance	Pre-notified work performed by either the Contractor or Customer within the maintenance window. Scheduled Maintenance also includes customer-specific maintenance outside the Maintenance Window, if the Customer has requested this. Should not make impact on Uptime.
Response Time	The elapsed time between an inquiry or incident and the beginning of the Contractors' support staff has started troubleshooting or analyzing the incident.
Resolution time	The elapsed time between an inquiry or incident was reported until the event has been resolved or a "Workaround" has been implemented. For A- and B errors resolution time applies 24/7, for C errors resolution time working days apply.
Measurement period	The measurement period for all the services in this document is monthly (per calendar month), measured 24/7.

2. RESPONSE TIME

2.1. USER SUPPORT (CF. 2.2.4)

The table below indicates response times for daily requests.

Request type	Response time	Resolution time (if relevant)	Reporting requirements
Service request and support	5 working days	Next maintenance release or upon agreement	Regular status meeting or after Agreement

The Contractor shall reply on his ability to fulfill the response time set above.

Contractor's response:

2.2. ERROR HANDLING (CF. 2.2.5)

The Customer's ingest solution is a vital part of the Customer's publishing and production platform, and it is of high importance to keep the number of incidents low and short response times for support requests is expected. The table below describes NRKs' preferred response and resolution times.

The Contractor shall describe and classify any deviations in their offered service level.

Error type	Response time	Resolution time	Reporting requirements
Critical error (A)	30 minutes or better* (c.f. table "type of communication")	1 hour	Every 30 minutes, and when new information is available

Error type	Response time	Resolution time	Reporting requirements
Serious error (B)	1 hour	8 hours	Every 4 hours
Less serious error (C)	Next working day	Five (5) working days unless otherwise agreed	Regular status meeting

If an incident categorized as a level A error is solved with a workaround, it will transition to a level B error until a permanent fix is implemented.

Support should be available with competent resources 24/7-365. A hotline telephone number for reporting critical (level A) issues is preferred. Contact information according to Appendix 6.

*Type of communication	Maximum response time
Phone/Chat/video	30 minutes
Support portal/e-mail within office hours	1 hour
Support portal/e-mail outside office hours (next working day)	2 hours

When serious and critical system errors occur (or re-occur), it may require joint troubleshooting between the Contractor and the Customer. In such scenarios it is preferred to establish a common communication platform, using established routines for chat, video conference etc. This allows for rapid onboarding of relevant resources in both ends and secures a close communication. The Contractor has described their routines in Appendix 6.

The Contractor shall reply on his ability to fulfill the response time set above.

[Contractor's response:](#)

2.3.CHANGE MANAGEMENT RESPONSE TIME

If the Customer requests changes, future development etc., the following response time should be guaranteed.

The Contractor may change (highlighted yellow) in the table below.

Change Management	Response Time
The Contractor guarantees a response time on normal change request, after the request has been received.	5 working days

Violation of guaranteed Change Management response time provides a basis for compensation (see section 3.2.3 below).

[Contractor's response:](#)

3. SERVICE LEVEL AND COMPENSATION

In the following sections, service level objectives are required in connection with the operation of the system.

Service Level Measurement

Service Level Measurements must be able to document actual reduction of service or actual downtime on the system / application. Measurement of ping and monitoring of hardware is not sufficient to give a real result.

The Contractor is responsible for providing metrics and data, enabling measurement of the actual service provided by the system.

The Contractor will describe proposed measurement methodology, what to measure and how. That is, the description of tools used and how this is used.

The Customer expects description of method within this area (given as an example):

The calculation period for availability is made according to the following formula:

$$A = (1 - ((D-P)/O)) \times 100$$

A = Availability

P = Planned downtime in connection with work in agreed service window

O = Operating time in minutes

D = Downtime - The time the Solution has been unavailable

Downtime (D) is the time in minutes that the solution is not available. Downtime (D) is not the time in minutes the solution is not available, if there is force majeure, or other conditions beyond the Contractor's control.

Up- and down-times are given in whole minutes.

NRK shall approve measurement methodology during the installation phase.

Requirements for precise calculation of presented target number:

- Formula calculation method must be accurate and correct.
- Suitable and consistent with measurement / definition
- Consider all contractual forms of downtime.

[Contractor's response:](#)

3.1.GUARANTEED UPTIME / AVAILABILITY

The Customer's ingest solution is a vital part of the Customer's publishing and production platform. Reliability is important and unscheduled downtime affecting the Customer ability to produce and publish content must be avoided. We acknowledge that computers and servers may have errors or stop working, thus it is vital that the Contractor always prioritizes the customers' ability to publish and produce when performing maintenance, does architectural changes or when providing support.

[Contractor's response:](#)

The ingest system will be operational 24/7/365. Maintenance of the system such as software patching and upgrades may be done during normal office hours if the maintenance does not interfere with normal operations. If the maintenance requires complete system outage, or affects system performance and capacity which prohibits normal operations, maintenance of the system will have to be performed in a period which has the least effect on normal operations. Such periods may be after midnight or early morning prior to normal office hours.

Please describe the anticipated need for scheduled maintenance that will affect the service provided by the system. If any, please also describe any reduction of service as a consequence of the maintenance.

[Contractor's response:](#)

3.2. COMPENSATION FOR SERVICE LEVEL BREACH (CF. 11.4)

The Contractor shall describe the sanction regime and the level of compensation for service level breaches. The Contractor may suggest other ways to reimburse the Customer as part of the negotiations.

The Contractor may change (highlighted yellow) in the tables below.

Compensation shall be in % of monthly remuneration.

3.2.1. BREACH OF GUARANTEED UPTIME

Cf. section 3.1.

Specification	Minimum uptime %	Sanction
Unplanned reduction of service	99,99	5%
	99,95	10%
	99,90	20%
	Below 99,85	30%

The shaded area in the table above is considered material breach of contract and gives the Customer the right to terminate the Agreement and claim damages if the deviation occurs for 2 consecutive months or 3 months per year.

3.2.2. VIOLATION OF GUARANTEED ERROR CORRECTION TIME

Cf. section 2.2.

Specification	Sanction
A - Critical errors - Solution time	1,0%
B - Major errors - Solution time	0,5%
C - Minor Errors - Solution time	0,2%

The hourly compensation shall accumulate automatically and amount to the percentage in the table above of the overall monthly consideration, excluding Value Added Tax, for each hour, or part thereof, of delay.

The hourly compensation shall accumulate 24/7-365 for A and B errors. Hourly compensation shall only accumulate during ordinary working hours for C-errors.

The liability for accumulated hourly compensation may not exceed 60 per cent of the monthly consideration per instance of breach of contract and 15 per cent accumulated of the annual consideration.

3.2.3. VIOLATION OF RESPONSE TIME

Cf. sections 2.1 and 2.3.

Service Level	Specification	Sanction
Violation of guaranteed average response time support (2.1)	Contact support-by phone, chat or email	0,2%
Violation of guaranteed Change Management response time (2.3)	Response time	0,2%

The liability for accumulated hourly compensation may not exceed 60 per cent of the monthly consideration per instance of breach of contract and 15 per cent of the annual consideration.

3.2.4. MATERIAL BREACH OF CONTRACT

If the total compensation exceeds 70% of the monthly consideration, it is considered material breach of contract and gives the Customer the right to terminate the Agreement and claim damages if the deviation occurs for 2 consecutive months or 3 months per year.

Contractor's response:

4. CASE EXAMPLES

This chapter contains a selection of "everyday" case situations from today's production environment. NRK wants to get a description of how the Contractor will handle these cases in a Customer/Contractor -relationship with NRK based on their offered service and SLA. The descriptions shall be aligned with your collaboration plan described in Appendix 6.

4.1.CASE 1

The Contractor needs to perform maintenance work.

- Please describe typical situations in which you will require a service window.
- How long in advance will you inform NRK?
- How will you inform NRK?
- What will you do if the planned work fails?
- Will the maintenance work normally add to downtime?

Contractor's response:

4.2.CASE 2

The Contractor needs to upgrade in the effort to improve the provided services and this leads to instabilities and downtime on 50% of total ingest inputs for 10 hours after the maintenance window has closed.

- Please describe how the Contractor will inform NRK about this case.
- How will you classify this; A, B or C error according to definition table in SSA-V clause 2.2.5.
- How will you perform risk mitigation?
- After the incident is resolved, how and what will you report to NRK.
- Will this error classify for SLA-breach and compensation, and if so, please calculate how NRK would be compensated, using your suggested SLA.
- How will the Contractor handle repeated occurrences of the above?

Contractor's response:

4.3.CASE 3

NRK discovers via monitoring that recording of the daily news transmissions at 19:45 for NRKs 10 regional- and district offices fails. These recordings are meant for the on-demand platform and reruns and have a duration of 15 minutes. The operational team discovers errors in the BCS logs which leads NRK to believe that it is a broader incident affecting several other systems.

- Please describe how and when NRK should inform the Contractor about this error.
- How will the Contractor respond?
- How will you classify this; A, B or C error according to definition table in SSA-V clause 2.2.5.
- How will you act if you see no error on your side?
- After the incident is resolved, how and what will you report to NRK.
- Will this error classify for SLA-breach and compensation, and if so, please calculate how the NRK would be compensated, using your suggested SLA.
- How will the Contractor handle repeated occurrences of the above?

Contractor's response:

4.4.CASE 4

NRK will broadcast the winter Olympics in 2026. There will be a high number of concurrent ingests that will use most of the available capacity for the duration of the event.

The ingests are of critical importance for NRKs ability to deliver high quality content to the audience. NRK would like extra attention from the Contractor.

- Please describe how you would like to receive this "Heads-up".
- How will you prepare for the event?
- How could you help NRK to better risk mitigation?

Contractor's response:

4.5.CASE 5

There are reports of multiple recordings failing at 22:30, and NRKs first line of support are unable to mitigate the issue. They call the Contractor to get assistance. Contractor support restarts one of the underlying services within 40 minutes, and operations resume to normal. However, the root cause has not been identified.

- Please describe how you will handle this.
- Are there any prepared processes that you would follow?
- How will you keep NRK informed during the fault situation?
- How could you help NRK to better risk mitigation?
- Will this error classify for SLA-breach and compensation, and if so, please calculate how the NRK would be compensated, using your suggested SLA.
- How do you ensure that lessons are learned from incidents to prevent similar incidents from happening again?

Contractor's response:

4.6.CASE 6

NRKs monitoring is notifying operators that one of the network interface cards (NIC) on an ingest server is faulty. The ingest server is still operational but has a reduction in redundancy for the video ingest streams.

- Describe how NRK should notify the Contractor
- Are there any prepared processes that you would follow?
- How could you help NRK to better risk mitigation?

Contractor's response:

4.7.CASE 7

NRK notices that one of the underlying services of the ingest system is responsible for recurring errors. NRKs support staff can mitigate this issue by restarting the service in question. NRK opens a ticket with the Contractor, but the Contractor is not able to reproduce the error in their environments.

- Please describe how you will handle this.
- Are there any prepared processes that you would follow?
- How will you communicate with NRK during the debugging process?
- How could you help NRK to better risk mitigation?
- Will this error classify for SLA-breach and compensation, and if so, please calculate how the NRK would be compensated, using your suggested SLA.

Contractor's response:

4.8.CASE 8

NRKs operational security team finds a critically rated vulnerability in a commonly used software library. All NRK teams are required to assess if their systems are affected.

- Please describe how the Contractor would like to be notified.
- If it turns out that the ingest system is affected by the vulnerability, how would this be handled?
- Are there any prepared processes that you would follow?
- How could you help NRK to better risk mitigation?
- How would you classify and prioritize this issue?

Contractor's response:

5. OTHER RELEVANT INFORMATION

Contractor's response:



Solution for new Ingest System of Media Assets

NRK 2024-295

SSA-V Appendix 6 - Administrative provisions

[Contractor name]

[Contractor logo]

This Request for Proposal is formally issued by:

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Norwegian Business Registration NO976 390 512

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1. INTRODUCTION

Requirements for administrative provisions are outlined in this appendix. The Contractor should respond to the requirements at the bottom of each section. If some of the requirements cannot be met, explain why and how this can be solved in another way.

Text inserted by the Contractor should be marked in blue font.

2. REPRESENTATIVES OF THE PARTIES

2.1. **Customer's representatives (Clause 1.5)**

Customer key personnel for maintenance procurement and operating the service during the agreement:

Name	Position	Role
		Project Owner; The representative who is authorized to act on behalf of the party in matters relating to the Agreement.
		Contact person technical matters
		Contact person contractual matters
		[Other, if relevant]

[Customer information to be filled in upon the conclusion of the Agreement]

2.2. **Contractor's representatives (Clause 1.5)**

Name	Position	Role
[Name]	[Position]	The representative who is authorised to act on behalf of the party in matters relating to the Agreement.
[Name]	[Position]	Contact person technical matters
[Name]	[Position]	Contact person contractual matters
[Name]	[Position]	[other, if relevant]

2.3. **Contact persons for the Agreement's service levels**

Party	Name	Position	Phone
Customer	[TBC]	[TBC]	[TBC]
Contractor	[Name]	[Position]	[No]

[Customer information to be filled in upon the conclusion of the Agreement]

3. JOINT COLLABORATION

The Contractor must describe a plan for interaction as well as which routines for interaction between the Customer and the Contractor are to be used as a basis for an efficient performance of the maintenance service.

The Contractor must provide resources to enable the Customer and Contractor to establish joint processes and routines related to the handover areas between the Customer and the Contractor.

The Contractor must describe the use of any subcontractors and their efforts in carrying out the maintenance service.

In addition to the points specified in clause 2.1.2 of the SSA-V Agreement, the Contractor must describe routines and procedures for:

- Contact with the Contractor's user support/technical support during and outside normal working hours
- Error reporting and correction during and outside normal working hours, including routines for sending program corrections that can be installed by the Customer themselves
- Escalation with the Customer and the Contractor; escalation points and routines/criteria for escalation
- Following up the delivery:
 - The Customer's person responsible for the agreement will follow up this agreement.
 - The Contractor is to provide a dedicated resource to answer to the Customer's responsible for the agreement.
 - Regular meetings are to be held every 4 weeks, where the delivery is followed up, and any improvement areas are discussed. This is to take place in the Customer's premises unless otherwise agreed. The Contractor is responsible for meeting minutes. All reports related to following up on the delivery, is to be made available for the Customer one week in advance of the meeting.
- Supplementary purchases and license extensions
- Any further development.
- Interaction with any third parties
- Maintenance windows
- Routines for ordering additional work, including approved requisitioner from the Customer
- Routines for major upgrades
- Other relevant assistance

[Contractor's response](#)

4. USER SUPPORT

According to Appendix 1, the Contractor requests user support as part of the service. User support shall under this Agreement be understood as "technical support/ 2nd line user support", where the Customer's 2nd line shall be able to direct inquiries and report incidents to the Contractor's technical support organization, providing third line support.

The Contractor is asked to describe their user support service. The following topics shall be described:

- Organization of the user support, hereunder available qualified personnel
- Available communication channels and their respective opening hours
- The functionality of the Contractor’s error reporting tool (accessible for the Customer)
- The possibility for increased and extended access to user support beyond normal opening hours, cf. Appendix 1, section 4.1 – requirement no 3; reporting critical issues 24/7/365.

5. SAFEGUARDING OF COMPETENCE AND EXPERIENCE

The Contractor shall ensure and describe:

- continuity of general competence and experience when delivering according to the Agreement.
- continuity in competence and experience with the Customer specific Solution and any customizations when delivering according to the Agreement.

[Contractor’s response](#)

6. CONTRACTOR’S KEY PERSONNEL (CLAUSE 5.2)

Key personnel mean the Contractor’s named personnel who have defined roles and areas of responsibility related to the execution of the Agreement, both technical and mercantile.

The Customer asks the Contractor to assess the need of available key personnel to safeguard the solution’s ability ingest cf. SLA in Appendix 5

- 2-3 named consultants will be made available for technical support, maintenance, and further development. A resumé and CV where competence, experience and certifications appear must be attached.
- 1-2 named consultants must be offered who will provide advice related to the solution, these can be the same consultants as in row 1. A resumé and CV showing competence, experience and certifications must be attached.

All personnel intended to perform work under this contract shall sign a NDA.

The Contractor’s key personnel for delivering the service are to be provided in the table.

Name	Position/role	Competence/Experience	CV#

7. SUB-CONTRACTOR(S)

Subcontractor is defined as party performing work in this Contract.

In this context, subcontractors are also understood to include the manufacturers of the ingest solution and specific ingest hardware components.

The subcontractors carrying out work and/or deliveries under the Agreement are to be listed in the table below.

It must be stated which deliveries are carried out by the individual subcontractor.

It is a prerequisite that the subcontractor who the Contractor has relied on in the qualification is to carry out the intended tasks and that the subcontractor is listed in the table below. Further the declaration of commitment shall be listed as attachment to this Appendix.

If the Contractor change subcontractors, the Contractor must document approval procedures for the use of such subcontractors, prior to the change.

All personnel intended to perform work under this contract shall sign an NDA.

Name	Role / position	Area of competence

8. WAGES AND WORKING CONDITIONS (CLAUSE. 5.4)

Documentation showing the Contractor's compliance with the obligations stipulated in clause 5.4 of the Agreement (Wages and working conditions) shall be provided here.

Contractor's response:



Solution for new Ingest System of Media Assets

NRK 2024-295

SSA-V Appendix 7 - Total price and pricing provision

[Contractor name]

[Contractor logo]

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1 INTRODUCTION

This Appendix contains all prices and detailed conditions for the consideration the Customer must pay for the Contractor's deliverables under the Agreement.

All services described in Appendix 2 and other deliverables as described in Appendices 4-6 will automatically be considered included in the prices unless otherwise explicitly stated in this Appendix.

Any special payment schemes, discounts, advances, payments on account or deviant payment dates shall also be stated as part of the basis for the total price.

Any other listing of prices shall be specified separately. It must be listed whether the price is per unit or per month, year, agreement period, etc.

If the parties agree on anything that is not stipulated in the Agreement concerning consideration, this shall be specified in this Appendix.

All references marked CF <number> or clause <number> refers to the Maintenance Agreement (SSA-V).

The Customer requires that the Contractor answers every section in this document consecutively. Text inserted by the Contractor should be marked in **blue** font.

Submission of a calculation basis (excel)

The Customer will for the tender stage provide an excel sheet for the Contractor to fill in based on the format of the tables in this Appendix. This Appendix 7 will be updated not entailing the price tables as part of the tender stage. The calculation basis (excel) will be used in the negotiations to ensure that the Customer understands the content of the prices.

1.1 Currency

The prices may be quoted in a preferred currency; Norwegian kroner (NOK), US Dollar (USD), British Pounds (GBP) or EURO (EUR) (etc), exclusive of value-added tax but inclusive of customs duties and other indirect taxes.

NRK will pay in the same currency as quoted, thus reservations regarding currency fluctuations are not permitted.

The Contractor shall specify which currency the proposal or parts thereof is quoted in.

Contractor's response:

1.2 Incoterms

If supplementary hardware is ordered, this shall be delivered according to DDP INCOTERMS 2020.

1.3 Payment models

1.3.1 CAPEX / OPEX

The Customers preferences for payment model under this agreement are;

OPEX

- SW and HW support for the solutions as a recurring price at regular intervals per year.
- Supplementary SW License as a recurring price (annual subscription), according to terms agreed in SSA-T.

NRK is open to different payments models and would like the Contractor to describe options.

CAPEX

- Supplementary hardware cost and implementation cost (project cost) paid according to a payment plan or full upon delivery.

1.3.2 Target prices for implementation work

Please see a price model for implementation work, described in SSA-T Appendix 7. This model may also be used for additional implementation work under this Agreement.

2 CONSIDERATION (CF. 8.1)

The Customer prefers an annual fixed price for the total set of requirements in Appendices 1 and 5, except training, future bespoke development, and on-site assistance in implementing new software versions.

The price shall include maintenance and support service according to the Contractor offers in Appendix 2 and SLA in Appendix 5, including new versions (updates and upgrades).

NRK assumes that the hardware will be delivered in two iterations (scope 1 and 2). However, the new ingest solution will be gradually rolled out to the users in the different offices. The Contractor is to describe how payment of the solution will reflect the gradual rollout of the system in production.

2.1 Considerations for scope 1 and 2

Consideration for the support deliverables for the scope in SSA-T Appendix 7, section 2 and 3:

	Scope 1		Scope 2	
Support and maintenance for the deliverable:	Price/year 1*	Price / year 2 and onward	Price/year 1*	Price / year 2 and onward
Total				

Support and maintenance for the deliverable:	Price year 1*	Price year 2
Staging environments		

*The Customer expects the price for year 1 to be lower, as the consideration under SSA-T includes guarantee/warranty.

3 CONSIDERATION (CF. 8.1) FOR OPTIONS

3.1 Customer options (cf. SSA-T Appendix 1 section 12.4)

Contractor’s response:

3.2 Contractor options

The Contractor shall specify any additional products or services that the Customer may buy as an option:

Option	Description	Price per year

4 PRICING MODEL SUPPLEMENTARY PURCHASES (CF. 2.2.9)

The Contractor is asked to suggest a predictable and transparent pricing model for purchasing software and hardware, which may provide a basis for supplementary purchases. For example:

[Global price list - % discount + % profit margin = Customer price]

Contractor's response:

5 HOURLY RATES

For any additional work, changes, and further development beyond what is included in the project delivery, hourly rates for the personnel offered must be stated by filling in the associated table in the excel sheet.

The following categories must be used:

- Junior (0-4 years of relevant experience in the field)
- Senior (5-10 years of relevant experience in the field)
- Expert (10+ years of relevant experience in the field)

Role / Category	Junior	Senior	Expert
Project manager			
Solution manager/architect			
Developer/customization/test			
Test assistance			
Training			
On-site assistance implementing new standard versions.			

6 ADDITIONAL SERVICES / CONTRACTOR'S SERVICE DIRECTORY (CF. 2.2.10)

Please list any additional services from the Contractor's service directory which are naturally associated to the maintenance service with prices in the associated table in the excel sheet. The services shall be described in Appendix 2

Additional options - description	Unit price	Number	Total price

7 TRAVEL EXPENSES

The Customer will cover travel costs (travel and accommodation, diet) in relation to necessary trips to the Customer's premises in Oslo in the following way:

NRK covers:

- travel cost based on lowest price available (economy class i.a)
- Up to NOK 2000 per day for hotel / diet

Travel-time is not subject to remuneration.

The parties must agree on the degree of prior approval, follow-up and documentation of the travel cost as part of the start-up of the maintenance agreement.

8 STANDARDIZED COMPENSATIONS

In case the Contractor is offering the software licenses as a service or as subscription (OEPX), this is priced in SSA-T. These prices shall also be part of the monthly consideration in SSA-V which forms the basis for calculating standardized compensation.

Agreed compensation shall be specified in the next invoice, without the Customer having to ask for it.

9 PAYMENT TERMS (CF. 8.1)

The Customer prefers the following payment plan but is open for suggestions as part of the negotiations.

- Payment schedule for support fees should match main subscription fees frequency.
- Maintenance services and SLA will be invoiced in advance and on a quarterly basis.
- Additional professional services requested will be invoiced 100% at services delivery and final NRK acceptance unless otherwise agreed.

[Contractor's response or counter proposal:](#)

10 INVOICING

All deliveries are to be invoiced according to price terms as given from this agreement.

The Contractor cannot add additional fees to the invoices, such as ordering fees, invoice fees or any similar fee.

Payment terms are 30 days credit. Paying the invoice, does not involve approval of the delivery.

All invoices must come directly from the Contractor. Invoices from subcontractors will not be accepted unless specifically agreed in each case.

Invoices that are not issued correctly will be returned and claimed credited.

All services provided under this Contract must be linked to the projects milestones as described in Appendix 4 according to the deliverance agreed.

The price also includes necessary meeting activities under this Contract, insurances, and courier mail.

Any prepayments require a Bank Guarantee.

Invoices shall (unless otherwise agreed) be sent electronically in standard format EHF (electronic trading format).

Electronic invoices shall be addressed to the respective organization and the following VAT number: **[TO BE INSERTED UPON CONTRACT SIGNATURE]**

All invoices must be marked with contract number **[TO BE INSERTED UPON CONTRACT SIGNATURE]**

In addition to the mandatory requirements of the EHF format, NRK AS requirements for the content of the following data elements:

- Your reference "AccountingCustomerParty / Party / Contact / ID"
Data element must contain the name of the person who ordered the goods / services.
- Order number "OrderReference / ID"
Data element must contain NRK purchase order number if specified, and contract number.
- Appendix "AdditionalDocumentReference / Attachment / EmbeddedDocumentBinaryObject"
Attachments shall be of the format PDF or TIF and should be embedded in the XML document.
If possible, we also want the invoice attached as an appendix. This ensures a better view of the invoice in our invoice processing system.

The invoice must also meet the following requirements:

- 1) The invoice must be numbered and dated
- 2) The invoice must contain information on:
 - a) Seller's name, address and organization (including VAT when the Contractor is VAT registered)
 - b) Buyer's name and address
 - c) Clear description of what is delivered
 - d) Quantity or scope of the supplied
 - e) Price (specified tax base and tax amount)
 - f) Delivery Time and place of delivery
- 2) Invoices should be addressed to
[TO BE INSERTED UPON CONTRACT SIGNATURE]



Solution for new Ingest System of Media Assets

NRK 2024-295

SSA-V Appendix 8 - Changes to the general contractual wording

[Contractor name]

[Contractor logo]

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1 CHANGES TO THE GENERAL CONTRACTUAL WORDING

Changes to the general contractual wording shall be set out here unless the general contractual wording refers such changes to a different Appendix.

Changes can be made to all the clauses in the Agreement, even where there is no clear reference to the fact that changes can be agreed. Changes to the contractual wording shall be specified here so that the wording of the general contractual wording remains unchanged. It must be stated clearly and unequivocally which clause or clauses in the Agreement have been changed and the result of the changes.

The Contractor should, however, be aware of the fact that deviations, reservations or changes to the Agreement in connection with the submission of a tender may result in rejection of the tender by the Customer.

2 AGREED CHANGES INITIALISED BY THE CUSTOMER

Amended text; deleted text marked with ~~strike-through~~, **new text in red**

Clause	Original text	Comments / Shall be replaced by
2.2.1		
2.2.8, (Parts of) 1 st paragraph	<p>Further development</p> <p>The Customer may order the further development of software that is covered by the maintenance agreement within the framework described in Appendices 1 and 2. This includes the development of additional functionality that is moderate in scope.</p>	<p><i>[Amended text]</i></p> <p>The Customer may order the further development of software that is covered by the maintenance agreement within the framework described in Appendices 1 and 2. This includes the development of additional functionality that is within the limits of, and to the extent that is required to maintain or achieve, the overall goal of the deliverables as described in SSA-T Appendix 1 moderate in scope.</p>
2.2.9, 1 st paragraph	<p>Supplementary purchases</p> <p>The Customer may, throughout the entire term of the Agreement, carry out supplementary purchases and extend or expand its licensing within the limits of, and to the extent that is required to maintain or achieve, the overall goal of the deliverables as described in Appendix 1.</p>	<p><i>[Amended text]</i></p> <p>The Customer may, throughout the entire term of the Agreement, carry out supplementary purchases and extend or expand its licensing within the limits of, and to the extent that is required to maintain or achieve, the overall goal of the deliverables as described in SSA-T Appendix 1.</p>
4.1, new first sentence.	<p>Duration and termination without cause</p> <p>Unless another term of duration or a different commencement date is agreed in Appendix 4, the Agreement shall be for a term of</p>	<p><i>[Amended text]</i></p> <p>The customer can terminate the Agreement without cause by giving</p>

Clause	Original text	Comments / Shall be replaced by
Delete last part of second sentence	<p>three (3) years starting from the date set out on page two of the Agreement (commencement date). The Agreement shall thereafter be automatically renewed for a term of one (1) year at a time, unless the Customer terminates the Agreement without cause by giving three (3) months' notice prior to the renewal date. The Contractor may terminate the Agreement without cause by giving twelve (12) months' notice prior to the renewal date. If in practice the Contractor is the sole provider of maintenance services for material elements of the software covered by the Agreement, it may terminate the Agreement without cause by giving twenty-four (24) months' notice, but not during the initial four (4) years, such that the total term of the Agreement shall be a minimum of six (6) years.</p>	<p>one (1) months' notice, also in the minimum duration period.</p> <p>Unless another term of duration or a different commencement date is agreed in Appendix 4, the Agreement shall be for a term of three (3) years starting from the date set out on page two of the Agreement (commencement date). The Agreement shall thereafter be automatically renewed for a term of one (1) year at a time, unless the Customer terminates the Agreement without cause by giving three (3) months' notice prior to the renewal date. The Contractor may terminate the Agreement without cause by giving twelve (12) months' notice prior to the renewal date. If in practice the Contractor is the sole provider of maintenance services for material elements of the software covered by the Agreement, it may terminate the Agreement without cause by giving twenty-four (24) months' notice, but not during the initial four (4) years, such that the total term of the Agreement shall be a minimum of six (6) years.</p>
11.1, last paragraph	<p>The Customer shall submit a written complaint without undue delay after the breach of contract has been discovered or ought to have been discovered.</p>	<p><i>[Amended text]</i> The Customer shall submit a written complaint within reasonable time without undue delay after the breach of contract has been discovered or ought to have been discovered.</p>
11.4.3, 5 th paragraph	<p>Other rates and other periods for hourly liquidated damages, as well as the deliverables to which these shall apply, may be agreed in Appendix 1.</p>	<p><i>[Amended text]</i> Other rates and other periods for hourly liquidated damages, as well as the deliverables to which these shall apply, may be agreed in Appendix 1 5.</p>

Clause	Original text	Comments / Shall be replaced by
13.5	<p>Explanation:</p> <p>NRK is obliged to follow the Act on the transparency of businesses and work with basic human rights and decent working conditions (Åpenhetsloven LOV-2021-06-18-99).</p> <p>The following text is therefore taken in its entirety:</p>	<p><i>[New clause]</i></p> <p>Contract performance clauses for safeguarding basic human rights in the supply chain</p> <p>The Contractor shall, for the duration of the contract period, comply with clauses 1-4 of this clause.</p> <p>The contractual performance clauses are based on the United Nations Guiding Principles on Business and Human Rights (UNGP) and the OECD Guidelines for Responsible Business Conduct with due diligence as method. These frameworks both recommend due diligence as the preferred method for identifying, preventing, mitigating, and accounting for how businesses address their actual and potential adverse labour and human rights impacts in their own operations and in the supply chain.</p> <p>The requirement in this contract is applicable to the Contractor and all its subcontractors. The Contractor has an obligation to communicate the requirements all its subcontractors, and to contribute to compliance with the requirements in the supply chain.</p> <p>1. Compliance with international conventions and the national legislation in the country of production.</p> <p>The goods and services delivered under this contract shall be produced under conditions that are consistent with the requirements specified below. The requirements apply in the Contractor’s own operations and in the supply chain. The requirements include:</p> <ul style="list-style-type: none"> The ILO Core Conventions on forced labour, child labour, discrimination, freedom of association and the right to collective bargaining: No. 29,

Clause	Original text	Comments / Shall be replaced by
		<p>87, 98, 100, 105, 111, 138 and 182¹.</p> <ul style="list-style-type: none"> • Where conventions 87 and 98 are restricted by national law, the employer shall facilitate, and not hinder, the development of alternative forms of independent and free workers' representations and negotiations. • The UN Convention on the Rights of the Child, article 32. • National legislation on labour rights in the country of production. Particularly relevant matters are 1) wage and working hours 2) occupational health and safety; 3) regular employment conditions, including contracts of employment; 4) statutory insurance and social schemes. <p>Where international conventions and national legislation differentiate, the highest standard shall apply.</p> <p>2. Policies and routines for due diligence To fulfil the requirements in contract clause 1, as well as to prevent and manage any deviations from the requirements, the Contractor shall upon contract commencement, or no later than 6 months after the commencement², have adopted policies and routines for due diligence. This means that the Contractor shall, in cooperation with its stakeholders, identify, prevent, mitigate and accounting for how it addresses the actual and potential adverse impacts on human and labour rights as set out in clause 1 in its own operations and in the supply</p>

¹ <https://www.ilo.org/global/standards/introduction-to-international-labour-standards/conventions-and-recommendations/lang--en/index.htm>

² Contractors subjected to compliance with the Norwegian Transparency Act², shall have adopted policies and routines for due diligence when signing the contract.

Clause	Original text	Comments / Shall be replaced by
		<p>chain. In line with the OECD due diligence guidance stakeholders, and especially affected rights holders, must be involved. Most salient risk, regardless of where it is occurs in the supply chain, should be prioritised first. The due diligence shall, as a minimum, consist of:</p> <p>2.1 One or more publicly available policies adopted by the Board of Directors. The content of these policies shall, as a minimum, include a commitment to comply with the contract requirements in clause 1, in the Contractor’s own operations and in the supply chain. One or more employees at management level shall be responsible for compliance and continuously report the due diligence progress to the Board of Directors. The Contractor shall have routines to embed and follow up on the policy for responsible business conduct in its own operations and in the operations of subcontractors in the supply chain.</p> <p>2.2 Due diligence routines for undertaking regular risk analyses in own business and in the supply chain. This involves mapping and assessing the risk of breach of the requirements in clause 1.</p> <p>2.3 The due diligence routines shall describe the measures implemented by the Contractor to cease, prevent and mitigate, with regards to adverse impacts on human and labour rights as set out in clause 1, in their own operations and in the supply chain.</p> <p>2.4 The Contractor shall describe the routines to control and ensure that the measurements</p>

Clause	Original text	Comments / Shall be replaced by
		<p>are carried out with efficient results.</p> <p>2.5 The Contractor shall publicly disclose available information on the due diligence routines in their own operations and in the supply chain. This includes how the risk of breaches of the contract clause 1, and how the potential adverse impacts in its own operations and in the supply chain, are addressed.</p> <p>2.6 If the Contractor has caused adverse impacts, the Contractor shall address such impacts by providing for, or cooperating to provide for, remediation and compensation to the victims.</p> <p>3. Contract follow-up</p> <p>The Contractor shall ensure compliance with the requirements in clause 1 and 2 in its own operations and in the supply chain. If the Contractor is made aware of conditions in the supply chain that are in breach of clauses 1 and 2, the Contractor shall inform the Contracting Authority without undue delay.</p> <p>The Contracting Authority may require that compliance is documented by <u>one or more</u> of the following means:</p> <p>3.1 Adopted policies and routines, cf. clause 2.</p> <p>3.2 An overview of production units in the supply chain for selected risk products, and/or components and/or raw materials, determined by the Contracting Authority.</p> <p>3.3 A completed Self-assessment questionnaire, sent by the Contracting Authority, within six weeks, unless the Contracting Authority has set a different deadline.</p>

Clause	Original text	Comments / Shall be replaced by
		<p>3.4 A risk assessment, and a report on how adverse impact is accounted for and managed.</p> <p>3.5 Participation in follow-up meetings with the Contracting Authority, and with any other relevant stakeholders.</p> <p>3.6 Provision of report(s) relevant to the requirements in clause 1 and 2.</p> <p>3.7 An assessment and/or audit of the requirements in clauses 1 and 2 at the Contractor.</p> <p>3.8 An assessment and/or audit of the requirements in clauses 1 and 2 in the supply chain.</p> <p>The contract follow-up is managed by the Contracting Authority or by other public organisations with whom the Contracting Authority collaborates.</p> <p>The Contracting Authority reserves the right to share the audit reports and other contract follow-up information with other public organisations, under duty of confidentiality.</p> <p>4. Sanctions</p> <p>In case of any contract breaches of clauses 1-3, or incomplete documentation, the sanction provisions in the main contract apply with the following additions and clarifications. The Contracting Authority can:</p> <p>4.1 Require rectification: The Contractor shall provide a Corrective Action Plan (CAP) for when and how the contract breaches are to be rectified. The rectifications shall be reasonable in relation to the nature and extent of the breaches. The CAP shall be presented within four weeks. For serious breaches a shorter deadline may be required. The Contracting Authority shall approve the CAP and authorise the documented rectifications.</p>

Clause	Original text	Comments / Shall be replaced by
		<p>4.2 Implement a temporary suspension in all or part of the delivery when the Contractor does not meet the requirement to submit a CAP or the CAP is not complied with. During temporary suspension, replacement purchases made from another contractor will not be considered a breach of contract. Under temporary suspension, any purchase from an alternative contractor will not be considered as a breach of the contract.</p> <p>4.3 Require that the Contractor change sub-contractor(s): Upon serious breach of the contract, reoccurring serious breaches, or if the CAP is not adhered to. This shall be done at no cost to the client.</p> <p>4.4 Termination of the contract: Upon serious breach of the contract, reoccurring serious breaches, or if the CAP is not adhered to.</p>
13.6		<p><i>[New clause]</i></p> <p>Confidentiality declaration, police certificate and clearance:</p> <p>The Customer may, at commencement or during the contract period, find it necessary to require a non-disclosure agreement and/or police certificate from the Contractor's and any subcontractors' personnel. The required confidentiality declaration(s) and police certificate(s) must be obtained by the Contractor as soon as possible. The Customer reserves the right to refuse to use personnel who cannot provide or have a police certificate or who have not signed a non-disclosure agreement. The Contractor is then obliged to provide other personnel with the required certificates and declarations mentioned above.</p> <p>If during the agreement there is a need for access to information that is graded in accordance with security act</p>

Clause	Original text	<i>Comments / Shall be replaced by</i>
		<p>of 6 January 2018 no. 24 § 5-3, the personnel who need such access must be security cleared and/or authorised, in accordance with the applicable provisions for this at all times.</p> <p>If there is a need for logical access to an object and/or infrastructure worthy of shielding, access clearance or extended access clearance may be required for the personnel in accordance with the applicable provisions for this at all times. Where a non-disclosure agreement, police certificate, security clearance and/or authorization is required, it is a prerequisite that this has been approved by the Customer before relevant personnel can start work.</p>

3 AGREED CHANGES INITIALISED BY THE CONTRACTOR

Amended text; deleted text marked with, **new text in blue**

Clause	Original text	<i>Comments / Shall be replaced by</i>



Solution for new Ingest System of Media Assets

NRK 2024-295

SSA-V Appendix 9 - Changes subsequent to the
conclusion of the Agreement

[Contractor name]

[Contractor logo]

This Request for Proposal is formally issued by:

Norwegian Broadcasting Corporation Ltd. (NRK)

Bjørnstjerne Bjørnsonsplass 1

N-0340 OSLO, Norway

Switchboard: +47 23 04 70 00

Website: www.nrk.no

Norwegian Business Registration NO976 390 512

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1 INTRODUCTION

This Appendix documents changes in the delivery subsequent to the conclusion of the Agreement.

The Contractor shall maintain a directory of the changes on an ongoing basis, which directory shall form Appendix 9, and shall without undue delay provide the Customer with an updated copy thereof.

2 DOCUMENTATION OF THE CHANGE (CLAUSE 3)

Change no.	Description	Effective date	Archive reference



Solution for new Ingest System of Media Assets

NRK 2024-295

SSA-V Appendix 10 - Third party's terms and conditions for the maintenance of the third party's software

[Contractor name]

[Contractor logo]

This Request for Proposal is formally issued by:

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1 INTRODUCTION

In this attachment, all copies of license terms for standard and free software is to be described or attached. If applicable, the Contractor is instructed to explain any consequences for the Customer of any special terms and conditions as well as any deviation from the General Contract Terms.

The Contractor shall give their response where this is marked in blue (Contractor's response).

2 THIRD PARTY TERMS AND CONDITIONS (CLAUSE 2.2.5)

Attachment no.	Software/license	Comment