

Appendices to SSA-little cloud

The Norwegian Government's Standard Agreement for providing access to Cloud Services delivered on Standard Terms

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Comments for those who will be using the appendices to this document

The templates for appendices are not intended to be exhaustive. Their primary purpose is to provide an overview of which points in the general contractual wording that presuppose, or allow for, specific regulations in the appendices. The appendices must always be adapted to each individual procurement and use.

The texts in the templates for appendices function as a guide and are intended to help the to the Parties in filling out the appendices. In the event of a conflict between the wording of an appendix template and the provisions of the general contractual wording, the appendix must be completed as stated in the general contractual wording. The templates for appendices may, however, contain guidance on and describe more topics than what follows directly from the general contractual wording. This shall not be deemed contradictory.

The templates for appendices also contain certain provisions that were previously included in the general contractual wording, and which should not be removed without being replaced with alternative wording. These provisions are marked separately.

Notifications of any errors, ambiguities or other input regarding the guidance should be sent to: ssa-post@dfo.no with «SSA-little cloud» at the beginning of the subject field.

Appendix 1: The Customer's specification of needs and specification of requirements

This appendix must be completed by the Customer.

I. Scope of the Agreement (Section 1.1 of the Agreement)

[Note: The Agreement is primarily intended to be used to acquire access to one or more Cloud Services. The Customer should easily be able to access the Cloud Services without any particular assistance from the Supplier.

The Agreement also includes some provisions that support a) some functionality being made accessible later than the rest, b) acquiring several Cloud Services for delivery at different times and c) the Parties agreeing that the Customer will be able to order specific services at a later date, e.g. additional modules for the (basic) Cloud Service from the Supplier's service catalogue. The Agreement also supports the inclusion of deliveries of Additional Services to a lesser extent, e.g. linked to integrations necessary for the Customer to gain access to and use the Cloud Services and subsequent maintenance of these].

[Comment on Section 1.1.1, paragraph four of the Agreement:

The Supplier can be both a party to the Agreement and a Cloud Service Provider. The Supplier's responsibilities as a Cloud Service Provider are stipulated in the Standard Terms and Conditions for the Cloud Services. The Supplier's responsibilities and duties for the access and use of the Cloud Services and any Additional Services shall be specified in the Agreement. The fact that the Supplier is also the Cloud Service Provider shall not alter the fact that the Standard Terms and Conditions are binding for the Customer and that the Customer needs to comply with the Standard Terms and Conditions for the Cloud Services itself.

The Customer's overall description of needs (context for the Customer's requirements)

The Customer shall describe its needs and specify its requirements here.

Who the Agreement applies to – the Customer's affiliated companies.

If the Customer acquires Cloud Services and/or Additional Services that will also be used by other affiliated companies, please see Section 1.1.3 of the Agreement, the details shall be specified here.

Requirements for Cloud Services

The Customer shall specify its requirements for the Cloud Services here, including any options.

Requirements relating to Additional Services

The Customer shall specify any requirements relating to the Supplier's Additional Services here, see e.g. Section 1.1.2, 2.3, 2.5 and 2.6 of the Agreement. Any options shall also be included.

Additional Services may include basic training, assistance in connection with the transfer of the Customer's data, basic standardised integrations and basic configuration, see Section 2.3 of the Agreement.

Additional Services may also, to a limited extent, apply to other follow-up of Cloud Services, e.g. maintenance of standard integrations, see Section 2.5 of the Agreement and the enforcement of the Standard Terms and Conditions in respect of the Cloud Service Provider on the Customer's behalf, see Section 1.1.1, penultimate paragraph, of the Agreement.

Additional Services may also include assistance from the Supplier in connection with the termination of the Cloud Services, e.g. assistance with transferring the Agreement concerning the Cloud Services to the Customer if the Supplier is a party to the Agreement with the Cloud Service Provider, see Section 2.6 of the Agreement.

Requirements relating to the service catalogue

If the Customer would like the Supplier to provide services from its service catalogue during the term of the Agreement, the Customer shall describe further details here, see Section 3.2 of the Agreement.

Note: The Agreement does not support extensive assistance for the facilitation and implementation of the Cloud Services. With the exception of what is stipulated in Appendix 1 and 2 concerning Additional Services, services associated with facilitation, implementation and management of the Cloud Services shall not be included in the agreed scope. Such services must, if required, be delivered under a separate agreement, e.g. a consultancy agreement (SSA-B or SSA-O). If the needs involve more extensive implementation, facilitation and management, it is also possible to acquire a cloud partner using SSA-Cloud. In this case, you need to specify which Cloud Services you have already acquired in Appendix 3 to SSA-Cloud. Regardless of what is acquired and the agreement that is used, you must always make sure to comply with the procurement regulations.

II. Other requirements in the Agreement

Termination of the Cloud Services, Section 4.2.2 of the Agreement

If the Customer has further requirements concerning to termination/partial termination of Cloud Services, such requirements shall be specified here.

General requirements relating to information security, Section 7.1.1 of the Agreement

If the Customer has further requirements relating to how the Supplier shall safeguard the information security or the separation of data, these shall be specified here.

Requirements for Cloud Services, Section 7.1.2 of the Agreement

If the Customer has further requirements relating to information security or certification in connection with the Cloud Services or how the Customer's data is secured in the Cloud Services, these shall be specified here.

Data processing agreement for Cloud Services, Section 7.2.2 of the Agreement

If the Customer has further requirements relating to how the Cloud Services will process personal data (and that constitute requirements for the data processing agreement for the Cloud Services), these shall be specified here.

Data processing agreements will usually govern the matter of transferring personal data to countries outside of the EU/EEA (third countries) and requirements relating to the legal basis for transfer, etc. If the Customer, in light of the EU court ruling in the Schrems II case and the EDPB guidance, has absolute or other special requirements for the Cloud Services in relation to the transfer of personal data to countries outside of the EU/EEA, these can be included here.

Appendix 2: The Supplier's description of the Cloud Services and any Additional Services

To be filled in by the Supplier

NOTE: The Supplier must ensure that all requirements in Appendix 1 are satisfactorily answered in Appendix 2. The clauses below provide an overview of the conditions that the general contractual wording presupposes or facilitates to be answered in the appendix, but the overview cannot be considered exhaustive. Appendix 1 may include more requirements and conditions than what are stated in the appendix template below.

I. Scope of the Agreement (Section 1.1 of the Agreement)

Description of the Cloud Services

Here, the Supplier shall describe the Cloud Services and how the services meet the Customer's requirements as specified in Appendix 1. The requirements must be interpreted considering the Customer's specification of needs.

The Supplier shall here describe how the enforcement of the Standard Terms on the Cloud Service Provider shall take place in agreements to which the Supplier is a party. Description of how the Cloud Services deviate from the Customer's requirements.

Here, the Supplier must clearly describe any points where the Cloud Services may deviate from the Customer's requirements specified in Appendix 1. The Supplier may also elect to describe any compensatory measures.

[Note: If the Cloud Services deviate from the Customer's requirements specified in Appendix 1 and the Supplier has failed to clearly specify such deviations here, this will impact on the Supplier's liability for the features of the Cloud Services, see e.g. Section 2.4 and 9.1.1-9.1.2 of the Agreement].

Description of Additional Services

If the Customer has requirements relating to the delivery of Additional Services, the Supplier must describe the Additional Services and any conditions for the delivery of these here. The description must be based on the Customer's needs and requirements as set down in Appendix 1.

If the Supplier finds that the description includes deviations from the Customer's requirements specified in Appendix 1, such deviations must be clearly specified here.

II. Other requirements in the Agreement

The Customer's responsibility for facilitation, Section 5.1.2 of the Agreement

The Supplier's need for information and access necessary to deliver any Additional Services under this Agreement must be specified here.

Requirements relating to the Cloud Services (regarding information security, etc.), Section 7.1.2 of the Agreement

If the Customer has specified any requirements relating to the Cloud Services with regard to information security, certification or the securing of the Customer's data, the Supplier must describe how the Customer's requirements are met here.

Cloud Services, Section 8.2.2 of the Agreement

If the Standard Terms and Conditions for the Cloud Services include conditions relating to the Customer's use of the Cloud Services that the Customer should be particularly aware of, the Supplier must clearly specify this here. This can include e.g. prerequisites relating to use, unusual licensing models, thresholds that trigger requirements for additional payment or similar. These examples are not exhaustive.

Rights to data processed in the Cloud Services, Section 8.3.2 of the Agreement

If the Standard Terms and Conditions for the Cloud Services include conditions that restrict the Customer's control over or rights to data processed in the Cloud Services on behalf of the Customer in relation to Section 8.3.1 of the Agreement, this shall be clearly specified by the Supplier here.

Appendix 3: The Customer's system landscape

To be filled in by the Customer.

The system landscape that the Cloud Services need to interact with, etc. (Section 1.1 of the Agreement)

The Customer shall describe the parts of its system landscape that are relevant to the Cloud Services and that may affect the understanding of the Customer's requirements in Appendix 1 and the Supplier's response.

Appendix 4: Delivery plan as well as plan and criteria for the Customer's acceptance test

To be filled out by the Supplier based on the guidelines and requirements set down by the Customer in the Appendix.

I. Availability of the Cloud Services (Section 2.2 of the Agreement)

A. When the Cloud Services must be accessible for use by the Customer

The (latest) date at which the Cloud Services must be made accessible for use by the Customer must be specified here.

B. Plan for the delivery of Additional Services

The plan for the delivery of any Additional Services must be specified here. This also applies to any Additional Services that will be delivered in later stages.

The plan should include:

- A general description of the Additional Services,
- activities linked to the establishment of the Additional Services, including Delivery Deadlines,
- the scope of any participation from the Customer in relation to the establishment of Additional Services and
- milestones subject to liquidated damages

The part of the plan that involves the Customer, e.g. the Customer's participation, should be drawn up in collaboration with the Customer and will always be subject to the Customer's approval.

C. Gradual implementation of the Cloud Services

If the Cloud Services are put into service in multiple stages, for example by certain functionalities/modules being put into use later than others, or if the Agreement covers multiple Cloud Services that will be put into use by the Customer at different times, this shall be specified here.

II. The Customer's approval test (Section 2.4 of the Agreement)

Plan for the execution of the Customer's approval test

The plan for the Customer's approval test, including start-up criteria, notification of errors and troubleshooting procedures, etc. must be included here.

If the Cloud Services or functionality/modules are to be implemented gradually, please see Section C above, and if approval testing will *not* be performed for each new Cloud Service

and/or each time new functionality/modules are put into use, see Section 2.2 of the Agreement - this must be specified here.

If approval testing is *not* to be performed when ordering such services from the Supplier's service catalogue, this must be specified here or when the order is placed from the service catalogue, see also Appendix 6 concerning the procedures for placing orders from the service catalogue.

Acceptance criteria

The criteria for the Customer's acceptance or non-acceptance of the approval test must be specified here.

The Supplier's responsibility for the features of Cloud Services delivered at a later date

If the Cloud Services will be put into use at different times and the Parties have agreed that the Supplier will *not* bear the risk of any changes to Cloud Services that will be put into use at later dates, if such changes are made during the period between the approval test for the first Cloud Service and the approval test for the Cloud Service that will be put into use later, this can be described here.

The duration of the acceptance test period, etc.

Unless otherwise agreed here, the approval test period shall be 10 (ten) working days from the first working day after the Supplier has issued written notice to the Customer that the Cloud Services are ready for the Customer's approval test.

Deadlines:

The Parties have agreed that the approval test period will be *[number of]* days *[to be completed only if an approval period other than ten days has been agreed]*.

The Parties have also agreed the following additional deadlines for the Customer's inspection of the Cloud Services and Additional Services:

[To be filled out if other deadlines have been agreed in connection with acceptance, etc.]

III. Other provisions relating to plans, progress and deadlines

Term of the Agreement, Section 4.1 of the Agreement

The term and termination of the Agreement shall correspond to what is specified in the Standard Terms and Conditions for the Cloud Services. If the Customer has stipulated requirements concerning the duration and termination of the Cloud Services, the details must be included here.

Liquidated damages, Section 9.5.3 of the Agreement

The Parties have agreed that the following **Delivery Deadlines** will apply:

[Please enter the agreed Delivery Deadlines].

Liquidated damages will apply only if agreed here. The following Delivery Deadlines will be subject to **liquidated damages** in the event of delays:

[Please specify the Delivery Deadlines that are subject to liquidated damages.].

Appendix 5: Service levels for Additional Services with standardised compensation

Agreed service levels for maintenance and other Additional Services (Section 2.5 of the Agreement)

If the Customer has set out requirements concerning service levels (response times and any standardised compensation, etc.) for the delivery of maintenance services or other Additional Services after completion of the approval test, these must be specified here.

The Supplier's response to the Customer's requirements for service levels and standardised compensation must also be specified in this appendix.

If the Customer has not specified any requirements relating to service levels, the Supplier must describe its standard service levels for the Additional Services.

Financial compensation for breaches of the agreed service levels (Section 9.5.4 of the Agreement)

In the event of breaches of the agreed service levels, the Customer may claim financial compensation in accordance with the standardised rates agreed here.

[Please enter the Customer's requirements relating to compensation models, if applicable].

The Customer may impose requirements concerning how financial compensation will be calculated.

This appendix must be completed by the Supplier based on the general guidelines or requirements set out by the Customer in relation to the compensation model.

Appendix 6: Administrative provisions

Organisation, Section 2.1 of the Agreement

A. Authorised representative (individual or role)

[Note: The authorised representative must be specified, and this section should not be deleted unless replaced by other equivalent text.]

The authorised representatives (persons or roles) of the Parties, as well as the procedures and notification deadlines for any replacement of such representatives, shall be further specified here.

On behalf of the Customer: *[Enter the name/role and contact details of the authorised representative]*

On behalf of the Supplier: *[Enter the name/role and contact details of the authorised representative]*

B. Written form requirement

If it has been agreed that notifications, claims or other messages associated with the Agreement must be issued in ways other than in writing to the postal or electronic address specified for the authorised person or role above, e.g. using electronic interaction tools, this must be specified here.

C. Other organisation

Other organisation including an indication of roles, responsibilities and authority, governing documents, reporting, meetings and meeting frequencies, as well as other procedures relating to the collaboration between the Parties must be described here.

The Supplier's service catalogue, Section 3.2 of the Agreement

If the Supplier's service catalogue has been included in Appendix 7, the procedures for placing orders from the service catalogue may be described here.

If approval testing will *not* be performed for each new Cloud Service and/or new functionality/module ordered from the Supplier's service catalogue, the details may be included in the individual orders. This can also be described as a general principle in Appendix 5.

The Supplier's key personnel, Section 5.1.1 of the Agreement

The Supplier's key personnel in connection with the fulfilment of the Agreement must be specified here.

The Supplier's key personnel:

Name	Category	Area of expertise

The Supplier's use of subcontractors, Section 5.2.1 of the Agreement

The Supplier's approved subcontractors must be specified here.

Subcontractor	The services the subcontractor contributes, etc.

If the Parties have agreed upon other rules relating to the replacement of subcontractors than what follows from Section 5.2.1, these must be specified here.

The Customer's use of third parties, Section 5.2.3 of the Agreement

If the Customer considers it necessary for the execution of the tasks under this Agreement for the Supplier to collaborate with third parties, the relevant third parties must be specified by the Customer here.

Third party	Scope of collaboration

Audits, Section 5.4 of the Agreement

Further procedures and deadlines for audits may be described here, including any requirements relating to the use of independent auditors.

Pay and working conditions, Section 5.5 of the Agreement

[Note: This section should not be deleted unless replaced by other equivalent provision.]

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

A. General information

In areas covered by regulations on generally applicable collective bargaining agreements, the Supplier shall ensure that its own and any of its subcontractors' personnel who directly contribute to fulfilling of the Supplier's obligations under this Agreement do not have poorer pay and working conditions than what follows from the regulations on generally applicable collective bargaining agreements. In areas that are not covered by the generally applicable collective bargaining agreement, the Supplier shall ensure that the same employees do not

have poorer pay and working conditions than those that follow from the current nationwide collective bargaining agreement for the sector in question. This applies to work performed in Norway.

All agreements entered into by the Supplier, and which involve the performance of work that directly contributes to fulfilling of the Supplier's obligations under this Agreement, shall contain corresponding conditions.

B. Noncompliance

If the Supplier does not comply with this obligation, the Customer has the right to withhold parts of the fees for the Supplier's Services, corresponding to approximately 2 x (twice) the savings for the Supplier, until it is documented that the situation has been rectified.

The Supplier's compliance with its obligations as mentioned above shall be documented in Appendix 6 by either a self-declaration or a third-party declaration stating that there is a correspondence between the current collective bargaining agreement and actual wage and working conditions for fulfilment of the Supplier's and any subcontractors' obligations.

C. Documentation

The Supplier shall, at the Customer's request, submit documentation on the pay and working conditions that are applied. Both the Customer and the Supplier may separately demand that the information shall be submitted to an independent third party that the Customer has commissioned to inspect whether the requirements of this provision have been complied with. The Supplier may require the third party to sign a declaration that the information will not be used for purposes other than to ensure compliance with the Supplier's obligation under this provision. This documentation obligation shall also apply to subcontractors. More specific clarifications on the implementation of this provision can be agreed as part of this clause.

Independent expert, Section 12.2 of the Agreement

The Parties may in connection when entering into the Agreement appoint an independent expert, whose name shall be specified here, and who shall hold the qualifications the Parties believe to be best suited for the Agreement. This may be a short list of different people, where, for example, both technologists and lawyers may be listed. The expert(s) and their areas of expertise must be listed here.

Appendix 7: Price and payment terms

I. Prices, price models and terms of payment, etc.

Prices and terms of payment for the Cloud Services, including other currencies and price changes, etc. (Section 6.1 of the Agreement)

[Note: This section should not be deleted unless replaced by other equivalent text.]

If the Supplier is party to the agreement with the Cloud Service Provider or, for other reasons, will be invoicing the Customer for the Cloud Services on behalf of the Cloud Service Provider, all prices and/or the Supplier's discounts and other terms for the payment payable by the Customer in connection with the Cloud Services must be specified here. If the Supplier offers discounts on the Cloud Service Provider's general list prices, such discounts must be specified here, together with an unambiguous reference to where the relevant price list can be found.

Cloud Services supplied at Standard Terms can be priced in NOK, Euros or US Dollars. Other currencies may be agreed here.

The fees for Cloud Services purchased by the Supplier in another currency, but which will be invoiced to the Customer in NOK, may be adjusted when the exchange rate between NOK and another currency changes by more than +/- 5% in relation to the base rate (see next paragraph). This provision only applies if the Supplier in Appendix 7 has stated both the price in NOK and the currency against which the changes in the exchange rate are to be calculated.

Unless otherwise stated in Appendix 7, the base rate at the time of signature of the Agreement shall be Central Bank of Norway (Norges Bank) middle rate on the date of submission of the final offer. If the price is subject to adjustment under this provision, the new base rate shall be Central Bank of Norway middle rate on the date that the last price adjustment was made.

Both Parties may request adjustments according to this provision.

Price changes resulting from currency exchange rate changes must be reported to the other Party no later than 10 working days before the price is due to change. Such notification shall be issued in writing and documentation must be enclosed. For Cloud Services paid for relative to usage, price changes will apply only to usage that takes place after the expiration of the notification deadline. For Cloud Services paid for in the form of a fixed, periodic payment, the price change shall apply from the first due date after the expiration of the notification deadline.

[If the Parties wish to use a different base rate than what follows from the above, this must be specified here].

Other and further provisions relating to currency adjustments, etc. may be included here.

Payment for Additional Services (Section 6.2 of the Agreement)

A. Overview

All prices and further terms and conditions for the payment due from the Customer to the Supplier for Additional Services shall be specified in Appendix 7.

If the Customer has any requirements relating to the price format (hourly rates, unit prices, fixed price, target price, etc.) that should be applied or if it has requirements relating to tables and templates that must be completed by the Supplier, these should be described here. Unless otherwise agreed here, Additional Services must be delivered in accordance with the Supplier's hourly rates or unit prices as listed in Section B below.

Provisions relating to pricing in currencies other than NOK must be specified here.

B. The Supplier's hourly rates and unit prices

Several provisions in the Agreement provide for the use of hourly rates or other unit prices unless otherwise agreed, see e.g. Section 2.3, 2.5 and 2.6 of the Agreement. Hourly rates and relevant unit prices should therefore always be agreed, regardless of the general price model.

C. Disbursements and travel costs, etc.

Expenses, including travel and per diem expenses, shall be covered only to the extent agreed in each case. Travel and per diem expenses shall be specified separately and shall be covered in accordance with the government's applicable rates, unless otherwise agreed. Travel time shall be covered only if agreed below.

[In the event that expenses, including travel and per diem expenses, will be covered, this must be specified here. If the rates will differ from the Norwegian government's rates, this must also be specified here].

[In the event that travel time will be invoiced, this must be specified here. The rates must also be specified].

Terms of payment and invoicing (Section 6.3)

[Note: This section should not be deleted unless replaced by other equivalent text.]

Payment shall be made within 30 (thirty) calendar days from the invoice date. The Supplier's invoices shall be specified and documented so the Customer may easily check whether the invoice conforms to the agreed fees. All invoices relating to accrued time shall be accompanied by a detailed specification of the hours accrued. Disbursements shall be specified separately.

If the Customer is a public body, it is required that the Supplier uses electronic invoices in an approved standard format in accordance with regulations of 2 April 2019 on electronic invoices in public procurement.

If the Supplier does not comply with the requirement for use of electronic invoicing, the Customer may withhold payment until the electronic invoice is delivered in an approved standard format. The Customer shall without undue delay notify the Supplier if payment is withheld. If such notice is given, the payment deadline shall run from the date the electronic invoice is delivered in an approved standard format.

If the invoice or the invoice documentation contains information that is subject to a statutory duty of confidentiality, and there is a risk of disclosure of such information, the requirement for electronic invoicing may be waived, unless there are satisfactory technical security solutions that can safeguard confidentiality.

The Supplier shall bear any costs associated with electronic invoicing.

Other provisions relating to payment schedules and terms of payment must be included here.

Any additional terms for the use of electronic trading format (EHF) must be specified here.

The Customer's EHF address: [Same as the organisation number]

The Customer's EHF reference: [Please enter the EHF reference]

Price changes (Section 6.5 of the Agreement)

[Note: This section should not be deleted unless replaced by other equivalent text.]

Adjustments according to the consumer price index

The Supplier's prices for the Services may be adjusted at the beginning of every calendar year by an amount equivalent to the increase in the consumer price index (the main index) of Statistics Norway, with the initial reference index value being the index value for the month when the Agreement was signed, unless a different index value is agreed in Appendix 7.

Adjustments in public dues

The Supplier's prices for the Services may also be adjusted to the extent the rules or administrative decisions for public dues are amended in a way that affects the consideration or costs of the Supplier.

The Supplier shall submit and document such claim in writing.

[Any other provisions relating to price changes or indexes must be specified here].

II. Special price provisions, etc.

Section 2.6 of the Agreement, Payment for Additional Services in connection with the termination of the Cloud Services

Unless otherwise agreed, the Supplier's work in connection with the termination of the Cloud Services will be payable based on time spent in accordance with the agreed hourly rates. Other prices or price mechanisms must be specified here.

The Supplier's service catalogue, Section 3.2 of the Agreement

The Supplier's service catalogue linked to new Additional Services, see Section 3.2.1 of the Agreement or new Cloud Services or new functionality in or additional modules for the Cloud Services, etc., see Section 3.2.2 of the Agreement, may be included here. All elements in the service directory must be priced.

Section 4.2.1 of the Agreement, Termination of Additional Services for convenience

[Note: This section should not be deleted unless replaced by other equivalent text.]

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

- a) The amount payable to the Supplier for the part of the Additional Services that has already been performed by the time of termination for convenience, and
- b) The Supplier's necessary and documented direct costs related to the reassignment of personnel as a result of the termination for convenience, and
- c) other documented direct costs that the Supplier incurs as a result of the termination for convenience, including expenses and costs that the Supplier has incurred before the notice of termination for convenience was received, and which the Supplier cannot utilise in other contexts, and either (tick the option to be used)
- d) ☐ A termination fee corresponding to 4 % of the annual agreed or estimated fees for the Additional Services in accordance with Appendix 7, or
- ☐ A termination fee corresponding to 10 % of the fees that the Supplier invoiced for the Additional Services in the last three months prior to the termination for convenience.

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

If the Parties have agreed a different termination fee for the Services than what follows from the model above, it must be stated here:

[Here you can enter an alternative model for the calculation of cancellation fees or a fixed price for cancellations, if agreed between the Parties].

The Customer's use of third parties, Section 5.2.3 of the Agreement

Any payment for the Supplier's collaboration with third parties must be agreed here.

Liquidated damages, Section 9.5.3 of the Agreement

[Note: This section should not be deleted unless replaced by other equivalent text.]

If the Parties have agreed Delivery Deadlines in Appendix 4 that are subject to liquidated damages, the following will apply:

Liquidated damages shall be incurred automatically for each calendar day during which the delay persists , subject to maximum limitation of 60 (sixty) calendar days.

[Note: The standard limit of 60 days corresponds to the rectification deadline in the provision relating to the Customer's acceptance testing].

Other terms relating to daily fines may be agreed here.

If the Supplier is delayed by the first Delivery Deadline or later Delivery Deadlines that the Parties have attached liquidated damages to, any later Delivery Deadlines will be postponed in line with the number of calendar days for which liquidated damages have been incurred. If the Supplier, through acceleration, manages to comply with the agreed Delivery Date at the originally agreed time, the previously accrued liquidated damages shall lapse.

If only a part of the Services is delayed on a Delivery Deadline that is subject to liquidated damages, the Supplier may demand a reduction of the liquidated damages that is in proportion to the Customer's ability to utilise the part of the Services that has been delivered.

If any agreed Additional Services are delayed, the liquidated damages shall amount to 0.15% of the agreed payment for the Additional Services, unless another rate or another basis for calculation have been stipulated in this appendix. If the Cloud Services are delayed, the liquidated damages will amount to 0.15% of the estimated six-month payment for the use of the Cloud Services. In the event of delays to the Additional Services resulting in the Customer being unable to put the Cloud Services into use, daily fines will be calculated for both the Additional Services and the Cloud Services as specified above.

The Customer cannot terminate the Agreement while liquidated damages are running. Nevertheless, this time limit shall not apply if the delay is due to the Supplier, or anyone for which the Supplier is responsible, having acted with wilful intent or gross negligence.

Section 9.6.2 of the Agreement, Limitation of liability

If the Parties have agreed a different amount for the limitation of liability than what is stated in the Agreement clause 9.6.2, it shall be stated here.

Appendix 8: Changes to the general contractual wording

Any changes to the general contractual wording must be listed here unless the general contractual wording refers to a different Appendix with respect of such changes.

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

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

Section	To be replaced with

Appendix 9: Amendments to the Agreement after the Agreement has been entered into

Any changes that the Parties have agreed to after entering into the Agreement shall be stated in Appendix 9.

The Parties choose whether some Appendices to which the changes apply should also be updated with amended texts, or whether Appendix 9 should constitute a complete overview of changes (and not just a register of which changes have been made).

Appendix 10: Standard Terms and Conditions for Cloud Services

Include a copy of or reference to the Standard Terms and Conditions for the Cloud Services, including provisions relating to service levels (SLAs) here. Service levels refers to requirements relating to e.g. availability/uptime, response times in the event of error reporting, etc.

If the Customer is able to order Cloud Services from the Supplier's service catalogue in Appendix 7, a copy of or reference to the Standard Terms and Conditions must be included here.

If the Supplier is a party to the agreement with the Cloud Service Provider, the Supplier will be responsible for ensuring that copies of or references to the Standard Terms and Conditions are up-to-date at all times.

The Supplier must specify whether the Customer or Supplier are a party to the agreement with the Cloud Service Provider for each Cloud Service.

Appendix 11: Data processing agreements

Section 7.2 of the Agreement, Data processing agreements

Include a copy of or reference to any data processing agreements that are relevant to the Agreement here.

Appendix 12: Terms defined in the Agreement

NOTE: The definition of terms shall not be changed by the Parties.

The terms used in the Agreement in definite and indefinite forms and singular and/or plural.

Term	Definition/explanation	Reference to the Agreement
Agreement	The general agreement text with appendices.	1.1
Termination	Measures that apply when a Cloud Service are in the process of being terminated or the Supplier's Services under this Agreement terminates in full or partially in accordance with this Agreement's provisions on notice of termination, termination for convenience or termination for cause.	2.6
Approval test	The Customer's inspection of whether the Services and one or more Cloud Services, function in accordance with what has been agreed before the Customer starts using them.	2.4
Customer	Party to the Agreement that will receive the Supplier's Services and will use the Cloud Services.	First page
Supplier	Party to the Agreement that will provide Services related to the Establishment and Management of Cloud Services and in some cases also the Cloud Services themselves.	First page
Delivery deadline	The agreed time for completion of making the Additional Services ready for the Customer's Approval Test and any other deadlines for delivery of the Additional Services that the Parties have agreed in Appendix 4. Plan.	9.5.3
Party	The Supplier or the Customer	Page 2
Cloud Service	Software, infrastructure and data resources supplied at Standard Terms and Conditions as a service and delivered online, usually via the internet.	1.1.1
Cloud Service Provider	The entity that delivers the Cloud Services and that has specified the Standard Terms.	1.1.1
Standard Terms	The terms that a Cloud Service Provider or a provider of standard solutions uses as a basis for the use of their service. The standard terms include all terms related to the Customer's use of the service. The standard terms shall be set out in Appendix 10.	1.1.1
System landscape (Customer)	Infrastructure and systems that the procured services will be part of and work with.	1.1.1 and Appendix 3
Additional Services	Basic assistance linked to making the Cloud Services available to the Customer and other services referred to as Additional Services in the Agreement, e.g. maintenance of integrations and assistance associated with the termination of the Agreement.	1.1.2 and 2.3
Working days	Days that are not Saturdays, Sundays or public holidays, also not Christmas Eve or New Year's Eve.	Several locations in relation to deadlines

Appendix 13: Other appendices

Any other appendices must be included here.