

Condensed Sale and Purchase Agreement

Scaled-down IT procurement agreement
governing the transfer of rights of ownership,
rights of disposal and other deliverables

Government Standard Terms and Conditions
for IT Procurement
SSA-K condensed

Scaled-down IT procurement agreement governing the transfer of rights of ownership, rights of disposal and other deliverables

An agreement governing
(designation of the procurement)

has been concluded by:

(hereafter referred to as the Contractor)
and

(hereafter referred to as the Customer)

Place and date:

(Name of the Customer)

(Name of the Contractor)

Signature of the Customer

Signature of the Contractor

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

Address(es) for delivery and installation

Communications

All communications regarding this Agreement are to be addressed to:

On the part of the Customer:

Name

Position

Telephone

E-mail

On the part of the Contractor:

Name

Position

Telephone

E-mail

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1. GENERAL PROVISIONS

1.1 SCOPE OF THE AGREEMENT

The Agreement governs the procurement of equipment, software and/or other deliverables (the Contracted Items), as specified in more detail in the Appendices.

The Customer has, based on its purposes and needs, specified its requirements in Appendix 1 (Customer requirement specification), and has described its technical platform in Appendix 3. The Contractor has described its solution, based on the Customer requirement specification, in Appendix 2 (Contractor solution specification). If the Contractor is of the view that there are obvious errors, defects or ambiguities in the Customer requirement specification, the Contractor shall point this out in Appendix 2.

1.2 APPENDICES TO THE AGREEMENT

All rows are to be ticked (yes or no)	Yes	No
Appendix 1: Customer requirement specification		
Appendix 2: Contractor solution specification		
Appendix 3: Customer technical platform		
Appendix 4: Project and progress plan		
Appendix 5: Testing and approval		
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		
Other Appendices:		

Table 1 – Overview of Appendices

1.3 INTERPRETATION – RANKING

Changes to the general contractual wording are to 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 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 it is clearly and unequivocally specified which Clause or Clauses have been changed, replaced or supplemented, 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.

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

If the Customer needs, subsequent to 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 the agreed, the Customer may request an amendment agreement.

The Contractor may request, if changes are requested, adjustments to the consideration or progress plans if it demonstrates that it is probable that such adjustments are justified. 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 Agreement are to be made in writing, and are to be signed by authorised representatives of each party. The Contractor shall keep a continuously updated record of changes to the Agreement. Such record shall form Appendix 9.

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, are to be specified in more detail in Appendix 6.

2. DELIVERY OF THE CONTRACTED ITEMS

2.1 SPECIFICATION OF THE DELIVERABLES DUE FROM, AND THE DUTIES OF, THE CONTRACTOR

2.1.1 Equipment and software

Equipment and software to be delivered under this Agreement are specified in Appendices 1 and 2, and shall otherwise feature such functions, characteristics and quality as follow from the Contractor's specifications, descriptions or promotional materials pertaining to such products.

The Contractor is responsible for ensuring that the performance of the Contractor is in conformity with the requirements and specifications stipulated in the Agreement,

including the Appendices hereto, and for ensuring that the deliverables fit together in an integrated manner.

If it is necessary to customise standard software to meet the requirements of the Customer in relation to the deliverables, cf. Appendix 1, this will be specified in Appendix 2.

If it is necessary to upgrade the technical platform of the Customer, as described in Appendix 3, in order for the deliverables due from the Contractor to work as agreed, this is to be specified in Appendix 2. If such upgrading does not form part of this Agreement, and the Customer is itself to arrange the upgrading pursuant to Clause 2.2.1, the Customer may require the Contractor to pay any additional costs incurred by the Customer if the Contractor has failed to specify, in Appendix 2, that upgrading of the technical platform of the Customer is necessary.

2.1.2 Documentation, training, other assistance, etc.

The Contractor shall deliver such documentation as is necessary to enable the Customer to utilise the deliverables as intended. Unless otherwise specified in Appendix 2, the documentation is to be delivered in one (1) paper hardcopy, as well as in machine-readable form on the medium, and in the format, described in Appendix 2.

The documentation pertaining to equipment and standard software is to be delivered, at the latest, simultaneously with the equipment and software, cf. Appendix 4. It shall be dated and be the most recently updated version. The documentation for customisations developed specifically for the Customer is to be delivered according to the delivery timetable set out in Appendix 4.

The documentation shall normally include general instructions for use, a reference manual and training materials, with all such documentation being provided in the Norwegian language.

The Contractor will, in connection with this procurement, provide training, at no additional cost, for the employees of the Customer in the use of the equipment and the software to be delivered. The number of employees to participate in training pursuant to this Clause is specified in Appendix 2. Training shall be provided on the premises of the Customer unless otherwise stipulated in Appendix 2. The specific training dates are set out in Appendix 4.

If separate payment is to be made in respect of documentation, other training or other assistance, special customisation work, etc., the various prices are specified in Appendix 2 and presented in aggregate in Appendix 7.

2.1.3 Time and place of performance by the Contractor

Equipment and software in conformity with this Agreement shall be delivered and installed on the address, and at the times, set out in Appendix 4.

If the Contractor is responsible for assembly and installation, this is to be completed no later than 2 (two) working days after the time agreed in Appendix 4. Delivery will in such case not have taken place until such assembly and installation has actually been completed. If a specific approval test has been agreed pursuant to Clause 2.2.2, delivery shall not be deemed to have taken place until the approval test has been completed and approved by the Customer. By working days are meant all

days that are neither Saturdays, Sundays or public holidays, nor Christmas Eve or New Year's Eve.

2.1.4 Duration and scope of warranty

Unless otherwise agreed in Appendix 8, the warranty period shall be two (2) years for equipment and one (1) year for software, as from the date on which delivery is deemed to have taken place pursuant to Clause 2.1.3.

The Contractor shall, during the warranty period, rectify errors and defects, replace defect parts of equipment and rectify errors in software governed by this Agreement, at no additional cost, conditional upon normal, careful use on the part of the Customer. The warranty is conditional upon the Customer having invoked errors by the expiry of the warranty period at the latest.

The Contractor may itself choose whether the rectification of errors is to be effected by way of repair, redelivery or supplementary delivery. Rectifications are to be effected without undue delay. If the Contractor chooses to rectify errors during the warranty period by delivering a new version of the software, the Contractor shall not be entitled to any consideration in respect of the new version, even if it contains improvements. The Contractor may only rectify errors by way of the delivery of a new version if the Customer is able to utilise such new version on the Customer's existing technical platform.

2.2 THE DUTIES OF THE CUSTOMER

2.2.1 Contributions

The Customer shall help to facilitate the Contractor's performance of its duties under this Agreement.

If deliverables under this Agreement are to be used together with equipment and/or software that are already installed on the premises of the Customer, the Customer shall itself arrange for the upgrading of equipment and/or software and other preparations that are necessary to enable these to work together with what is to be delivered under this Agreement, unless otherwise stipulated in Appendix 1. The Contractor shall specify in Appendix 2 whether such upgrading is necessary, cf. Clause 2.1.1.

2.2.2 Duty to check

The Customer shall check the quality of the items delivered, in compliance with the general provisions applicable under the law on the sale of goods.

If it is a prerequisite on the part of the Customer that a special approval test be conducted, such test is to be described in Appendix 5.

Errors shall be classified into the following categories:

Level	Category	Description
A	Critical error	- Error that results in the stoppage of the system, the loss of data, or in other functions that are of critical importance to the Customer not being delivered or not working as agreed. - The documentation being incomplete or misleading, and this resulting in the Customer being unable to use the system or material parts thereof.
B	Serious error	- Error that results in functions of importance to the Customer not working as described in the Agreement, and which it is time-consuming or costly to avoid. - The documentation being incomplete or misleading, and this resulting in the Customer being unable to use functions that are of importance to the Customer.
C	Less serious error	- Error that results in individual functions not working as intended, but which can be avoided with relative ease by the Customer. - The documentation being incomplete, imprecise or easily misunderstood.

The Customer may not refuse to approve the Contracted Items if the errors identified are immaterial in relation to the Customer's use. A- and B-errors are deemed to be individually material. C-errors are deemed to be immaterial, unless several C-errors imply, in aggregate, that approval would be clearly unreasonable.

2.3 RESPONSIBILITY FOR 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.

2.4 WAGES AND WORKING CONDITIONS

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

The Contractor shall ensure that employees in its own organisation and the employees of any subcontractors do not have wages or working conditions that are inferior to those stipulated by any applicable nationwide collective bargaining agreement or those that are normal for the relevant location and trade. This only applies to employees who contribute directly to the performance of the Contractor's obligations under the Agreement.

All agreements that are entered into by the Contractor and that involve the performance of work under this Agreement shall include corresponding obligations.

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 saving made by of the Contractor, until it has been documented that the matter has been remedied.

The Contractor shall, at the request of the Customer, disclose documentation as to the relevant wages and working conditions. Each of the Customer and the

Contractor may request that the information be submitted to an independent third party that the Customer has appointed to examine whether the requirements of this provision have been complied with. The Contractor may request the third party to sign a declaration stating that the information will not be used for any purpose other than ensuring compliance with the obligations of the Contractor under this provision. The disclosure obligation shall apply to subcontractors as well.

If an independent third party concludes that the requirements under these provisions are not complied with, and this is disputed by the Contractor, the Customer may request the Contractor and its subcontractors to disclose, to the Customer, documentation as to the applicable wages and working conditions.

2.5 CONFIDENTIALITY OBLIGATION

Information that comes into the possession of the parties in connection with the Agreement and the implementation of the Agreement is to 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 confidentiality obligation under this provision shall not be wider than the obligation imposed by the Norwegian Act of 10 February 1967 relating to Procedure in Cases concerning the Public Administration (the 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 required pursuant to statutes or regulations, including any disclosure or right of access pursuant to the Norwegian Act of 19 May 2006 relating to the Right of Access to Documents in the Public Administration (the 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 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, provided that they are subjected to a confidentiality obligation corresponding to that stipulated in this Clause 2.5.

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 also be subjected to a confidentiality obligation in respect of matters mentioned above following their resignation. The confidentiality obligation shall lapse five (5) years after the delivery date, unless otherwise stipulated by law or regulation.

2.6 EXTERNAL LEGAL 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. Such requirements may be contained in general regulatory frameworks, such as the Act No. 31 of 14 April 2000 relating to the Processing of Personal Data (the Personal Data Act) and the Regulations No. 1265 of 15 December 2000 relating to the Processing of Personal Data (the Personal Data Regulations), the Freedom of Information Act, the Public Administration Act, Regulations of 25 June 2004 No. 988 relating to Electronic Communications with and within the Public Administration (the eGovernment Regulations), as well as from sector-specific regulatory frameworks. The Customer shall examine whether any requirements relating to standards specified in the *Reference Manual for IT Standards within the Public Sector* have to be accommodated by the Contracted Items.

The Customer shall be responsible for specifying, in Appendix 1, any relevant requirements that are applicable to the Contracted Items.

The Contractor shall in Appendix 2 describe how the Contractor's solution takes these requirements into account.

Each party is responsible for the follow-up of its own duties pursuant to external legal requirements.

Each party shall, as a general rule, pay the costs of complying with legal requirements applicable to the party and its activities. In the events of amendments to the legal requirements or government requirements relating to the activities of the Customer that occasion a need for changes to the Contracted Items subsequent to the conclusion of the Agreement, the Customer shall cover the costs associated with such changes and any additional work, cf. Clause 1.4.

3. CONSIDERATION AND PAYMENT TERMS

3.1 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.

Disbursements shall only be reimbursed to the extent agreed. Travel and subsistence costs are to be specified separately, and are to 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.

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.

The prices also include insurance for the Contractor until the risk of accidental damage has been transferred to the Customer.

3.2 INVOICING DATE AND PAYMENT TERMS

Consideration payable in respect of equipment and software is to be invoiced when delivery is deemed to have taken place pursuant to Clause 2.1.3. Training and other deliverables are to be invoiced when such deliverables have been delivered.

Periodic consideration accrued prior to the date of delivery pursuant to Clause 2.1.3 shall be invoiced simultaneously with the consideration in respect of equipment and software as stipulated in the above paragraph. Any periodic consideration subsequently accrued shall be invoiced in arrears on a monthly basis.

Payment shall be made within thirty (30) calendar days of the invoice date. The invoices of the Contractor shall be specified and documented so that the Customer can easily check whether the invoice conforms to the agreed consideration. All invoices related to hours recorded on an ongoing basis shall be accompanied by a detailed specification of the hours accrued. Disbursements are to be specified separately.

Any other payment terms may be agreed in Appendix 7.

3.3 LATE PAYMENT INTEREST

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

3.4 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 time limit.

3.5 PRICE ADJUSTMENTS

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

Exchange rate changes that affect the costs incurred by the Contractor in connection with the deliverables may be asserted against the Customer on one (1) month's written notice. If exchange rate increases give rise to changes in the consideration payable, the consideration shall be reduced correspondingly, without the Customer having to request it, if the exchange rates subsequently drop.

Hourly rates charged for services may be adjusted at the turn of each year in line with the increase in the retail price index (main index) compiled by Statistics Norway, with the base value being the index value for the month in which the Agreement was concluded, unless a different index value is agreed in Appendix 7.

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

4. RIGHT OF OWNERSHIP AND RIGHT OF DISPOSAL

4.1 RIGHT OF OWNERSHIP OF EQUIPMENT

Any equipment delivered pursuant to this Agreement shall become the property of the Customer as of the date on which the equipment has been delivered as agreed and the purchase price has been paid.

Any purchase-money security interest may be agreed in Appendix 7.

4.2 RIGHT OF DISPOSAL OF SOFTWARE, ETC.

4.2.1 Limited right of disposal

The Customer is granted a limited right of disposal in respect of the software that forms part of the Contracted Items. The right of disposal comprises the rights that are necessary for the Customer to be able to utilise the Contracted Items as agreed, including a right to make such number of copies of the software as follows from ordinary operational and safety procedures.

The right of disposal shall apply as from the signing of the Agreement, without any time limit or right of termination, unless otherwise agreed in Appendix 8.

The consideration for the right of disposal in respect of the software, including any prerequisites and limitations, for example in relation to the number of users or the place/equipment for the exercise of the right of disposal, is described in Appendix 7.

The Customer shall not be entitled to transfer software or copies of software to third parties without the written consent of the Contractor, unless this take place in connection with operational services provided by an operational service provider.

4.2.2 Rights to customisations

The Contractor shall retain the copyright to customisations that are developed specifically for the Customer unless otherwise agreed in a particular case.

The Customer is granted, free of charge, an indefinite and non-exclusive right to utilise the various parts of the software developed or customised specifically for the Customer (expanded right of disposal). The expanded right of disposal comprises a 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 relating to the customisations are to be handed over to the Customer within ten (10) working days of the delivery date, unless otherwise agreed in a particular case.

4.3 FREE SOFTWARE

Free software means software that is offered under generally recognised free software licenses.

If free software is to be used in connection with the Contracted Items, the Contractor shall prepare an overview of the relevant free software. The overview is to be included in a designated chapter in Appendix 2, together with a copy of the license terms governing the relevant free software.

The Contractor shall ensure that no free software is being used under license terms that are incompatible with the requirements applicable to the Contracted Items, or incompatible with the license terms governing other software that forms part of the Contracted Items.

The Contractor shall only use free software that does not, based on a sound assessment on the part of the Contractor, infringe third party rights, and that is offered under generally recognised free software licenses.

As regards the parts of the Contracted Items that are based on free software, including customisation and further developments of the free software, the Customer shall be granted the rights that are necessary in order to pass on the results under the relevant free software license, or under a compatible free software license if thus specified in Appendix 1. The rights include access to source code and associated specifications and documentation.

5. BREACH OF CONTRACT

5.1 BREACH OF CONTRACT ON THE PART OF THE CONTRACTOR

5.1.1 What is deemed to constitute breach of contract

There is a breach of contract on the part of the Contractor if the deliverables do not agree with the agreed functions, requirements or time limits. There is also a breach of contract if the Contractor fails to perform other duties under the Agreement.

Nevertheless, there is no breach of contract if the situation is 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.

5.1.2 Cure

The Contractor shall commence and complete the effort of curing the breach of contract without undue delay, by way of repair, redelivery or supplementary delivery, at no additional cost to the Customer.

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

If the items delivered infringe any copyrights or other intellectual property rights of third parties, the Contractor shall indemnify the Customer, either by obtaining the right in question or by providing the Customer with a right of disposal for an item that is at least the equivalent of the infringing item.

5.2 BREACH OF CONTRACT BY THE CUSTOMER

There is breach of contract by the Customer if the Customer fails to perform its duties under the Agreement. The Contractor shall be entitled to late payment interest pursuant to Clause 3.3 in case of payment delay.

Nevertheless, there is no breach of contract if the situation is caused by circumstances on the part of 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.

5.3 NOTIFICATION OBLIGATION

If one of the parties cannot perform its duties as agreed, the party in question shall give the other party written notice thereof as soon as possible. The notice shall specify the reason for the problem and, to the extent possible, when the deliverable can be delivered. A corresponding obligation shall apply if additional delays are to be expected after the first notice has been given.

6. REMEDIES FOR BREACH OF CONTRACT

6.1 SUSPENDED PERFORMANCE

In case of 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 safeguard the Customer's claim resulting from the breach of contract.

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

6.2 LIQUIDATED DAMAGES IN CASE OF DELAY

If the agreed date of delivery, or other time limit in respect of which the parties have stipulated liquidated damages in Appendix 4, is not complied with, and this is not caused by force majeure or circumstances on the part of the Customer, there is a delay on the part of the Contractor that triggers liquidated damages.

The liquidated damages shall accumulate automatically. The liquidated damages amount to 0.15 percent of the total consideration payable for the Contracted Items (the contract price), excluding Value Added Tax, for each calendar day of delay, but limited to a maximum of one hundred (100) calendar days.

Other rates for liquidated damages and other periods for liquidated damages may be agreed in Appendix 4.

The Customer shall not have the right to terminate the Agreement for breach for as long as the liquidated damages continue to accumulate. However, time time

restriction 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.

If only parts of the agreed deliverables are delayed, the Contractor may request a reduction in the liquidated damages proportional to the ability of the Customer to utilise the part of the deliverables that has been delivered.

6.3 PRICE REDUCTION

If the Contractor has not succeeded, despite repeated attempts, in curing a defect, the Customer shall be entitled to a proportional price reduction. The price reduction shall compensate for the reduced value of what has been delivered, and shall be independent of any damages.

6.4 TERMINATION FOR BREACH

If there is a material breach of contract, the other party may, after giving the defaulting party 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 deliverables are materially delayed. A material delay exists if delivery has not taken place by the time liquidated damages reach their maximum limit.

6.5 DAMAGES

A party may claim damages in respect of any direct loss, including any loss caused by additional work and other direct costs connected to delayed commencement of operations or operational interruptions, which can be reasonably attributed to delays, defects or other breaches of contract on the part of the defaulting party, unless the defaulting party demonstrates that the defaulting party is not responsible for the breach of contract or the reason for the breach of contract.

Liquidated damages shall be deducted from any other damages in respect of the same delay.

6.6 LIMITATION OF DAMAGES

No damages may be claimed in respect of indirect loss. Loss of data is classified as indirect loss, unless such loss is caused by data handling that is the responsibility of the Contractor under the Agreement.

Overall damages over the term of the Agreement are limited to an amount corresponding to the contract price, exclusive of Value Added Tax.

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

7. OTHER PROVISIONS

7.1 RISK ASSOCIATED WITH EQUIPMENT AND SOFTWARE

The risk of damage to equipment and delivered software copies, etc., due to an accidental occurrence, shall pass from the Contractor to the Customer upon actual delivery, cf. Clause 2.1.3.

If such damage or such loss occurs when the risk lies with the Customer, the Customer shall be entitled to a new delivery if this can be effected without extraordinary inconvenience to the Contractor, and in return for paying the direct costs of the Contractor without any mark-up.

7.2 ASSIGNMENT OF RIGHTS AND OBLIGATIONS

If the Customer is a public body, the Customer may assign, in full or in part, its rights and obligations under the Agreement to another Norwegian public body, which entity 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 merged with another company, de-merged into several companies, or in case of assignment to a subsidiary or another company within the same group. Consent shall not be unreasonably withheld.

The right to consideration under the Agreement may be assigned freely, but shall not release the Contractor from its duties and responsibilities.

7.3 BANKRUPTCY, COMPOSITION WITH CREDITORS, ETC.

In the event 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.

7.4 DUTY OF CARE IN RELATION TO EXPORTS

If any products, including spare parts, software and technology, delivered by the Contractor are subject to requirements for authorisation from the authorities in the country of origin and/or other countries, the Customer is responsible for obtaining such authorisations in the event of export or re-export of such products.

7.5 FORCE MAJEURE

If an extraordinary situation should arise which is outside the control of the parties which makes the performance of the duties under this Agreement impossible, and which under Norwegian law must be classified as force majeure, the other party is to 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 such an extraordinary situation, the other party may only abandon the Agreement if the situation prevails or is expected to prevail for more than ninety (90) calendar days, and in such case only with fifteen (15) calendar days' notice.

8. DISPUTES

8.1 GOVERNING LAW

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

8.2 NEGOTIATIONS AND MEDIATION

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

8.3 LITIGATION OR ARBITRATION

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

The venue shall be the registered address of the Customer.

The parties may alternatively agree that the dispute is to be resolved with final effect through arbitration in Norway pursuant to the Act of 14 May 2004 No. 25 relating to Arbitration (the Arbitration Act).
