

DIGITAL HEALTH PLATFORM

Ärende/D-nr: K 2023-6925

APPENDIX 1.2.1 GENERAL TERMS AND CONDITIONS

1.1 INTRODUCTION TO GENERAL TERMS AND CONDITIONS

These General Terms and Conditions form part of the Framework Agreement regarding the Digital Health Platform, which is divided into three sub-areas:

1. OpenEHR
2. Software for Open EHR Creation and Transformation
3. Consulting Services

Digital Health Platform with reference number K 2023-6925 applies to the contractual relationship between the Framework Agreement Supplier and the Client who has signed a Contract under the Framework Agreement. These General Terms and Conditions apply to all Call-offs made within the framework of the Framework Agreement and constitute an annex to the Contract regardless of whether the General Terms and Conditions are invoked or not.

The Contract is valid only between the Client and the Framework Agreement Supplier. The Contract includes relevant requirements and conditions in the Framework Agreement, and its validity is independent of the validity of the Framework Agreement unless otherwise stated in the Framework Agreement or Contract.

The General Terms and Conditions contain specific sections that specifically concern proprietary software, Open Source, Public cloud service, Private cloud service, License service, and Consulting service, respectively. The respective section is only applicable if that type of Contract subject is to be provided according to the Contract. If the Contract consists of different types of Contract subjects, the respective section applies to its respective part. For example, if a Private cloud service is provided together with proprietary software and/or Open Source, the section regarding Private cloud service applies to the part that is Private cloud service, the section regarding proprietary software applies to the part that is proprietary software, and the section for Open Source applies to the part that is Open Source. If consulting services are an integrated part of other Contract subjects and no specific compensation for such consulting services is provided (or only a fixed mandatory start-up fee is applied), the respective section regarding Contract subjects should also be applied to the consulting services and not specific sections for Consulting services.

1.2 DEFINITIONS

For the interpretation and application of the Contract, the following terms shall have the meaning given below, unless otherwise expressly stated in these General Terms and Conditions or obviously apparent from the circumstances.

These terms and conditions contain requirements and conditions for the fulfillment of the Contract and apply between the Client and the Framework Agreement Supplier.

Working Day	A weekday in Sweden that is not a public holiday, unless otherwise stated in the Contract.
Call-off	The actions taken by the Client to purchase Contract subjects by awarding a Contract under the Framework Agreement.
Call-off Request	The request sent by the Client to the Framework Agreement Supplier at Call-off.
Call-off Response	The offer or confirmation provided by the Framework Agreement Supplier to a Call-off Request. Call-off Response also includes a response to the Client that the Framework Agreement Supplier cannot offer what the Client requests.
Agreed Delivery Date	The day on which Delivery shall take place according to the Contract Operational Service. A service that at least includes power supply, cooling, fire protection, physical security, network, bandwidth, server capacity, storage, security, backup, and associated monitoring. Operational Service can only be included as part of a Private Cloud Service.
Effective Delivery Date	The day on which Delivery is accepted or should be deemed accepted by the Client as stated in the section Delivery and delivery control.
Fault	A deviation from the Contract subject's properties in relation to what has been agreed in the Contract. Fault also includes deviation from what the Client could reasonably expect, regarding the purposes for which Contract subjects of the same kind are generally used and what the Client could reasonably expect from a professional actor in the industry Main Document The terms for the fulfillment of the Framework Agreement, which regulates the relationship between the Legal, Financial and Administrative Services Agency and the Framework Agreement Supplier.
Consultant	A physically named person employed by the Framework Agreement Supplier or provided by a Subcontractor. Consultant does not refer to a teacher conducting open training. A Consultant performs, for example, Consulting service or License service.
Consulting Service	Refers to Resource service, Team service, or Assignment service.
Contract	The written agreement (including agreements such as entered into electronically via email, e-commerce systems, or booking systems) regarding the purchase of Contract subjects according to the Framework Agreement. These General Terms and Conditions always form part of the Contract.
Contract	The Software and services that the Framework Agreement Supplier shall

Subject	provide under the Contract, which may consist of proprietary software, Open Source, Consulting service, License service, Customer service, Public cloud service, and Private cloud service.
Contract Period	The time during which the Contract is valid. Unless otherwise apparent from the circumstances, the Contract Period includes any extension options.
Client	A procurement-entitled organization that has signed a Contract. The Client also refers to other entities covered by the Call-off, as well as other operations specified in the Contract Client's Information The information regardless of medium that directly or indirectly relates to or originates from the Client, customers, suppliers, employees, or others and that may be processed, managed, and/or treated by the Framework Agreement Supplier within the framework of the Contract.
Customer Service	The contact interface provided for users and IT managers regarding Contract subjects. Customer Service refers, for example, to user support, error reporting, and other questions related to Contract subjects, however, does not refer to a licensor's standardized contact interface regarding, for example, error reporting.
Delivery	The handover of Contract subjects and the performance of agreed activities in connection with it in accordance with the Contract, which means that the Client can use the Contract subjects in the intended manner.
License Service	A defined service where the Framework Agreement Supplier provides one or more physical Consultants employed by the Framework Agreement Supplier or Subcontractor who provide advice and support to the Client regarding licenses for Software and Public cloud service.
Cloud Service Provider	A legal entity that itself, or together with another supplier, owns, maintains, and develops a Public cloud service Party In the General Terms and Conditions and Contract, refers to the Client or Framework Agreement Supplier.
Data Processing Agreement	An agreement between the Client and the person processing personal data on behalf of the Client regarding the processing of the Client's personal data.
Private Cloud Service	An IT environment for the Client that includes a combination of Operational Service, Software, Consulting service, and Customer service. Private Cloud Service always includes a Service Level Agreement.
Software	An intangible product covered by the Framework Agreement. Software is proprietary or with Open Source.
Public Cloud Service	A standardized service that at least includes operation, monitoring, hardware, Software, storage, backup, bandwidth, and security and has the following characteristics: <ol style="list-style-type: none"> a. Provided over the internet; Is fundamentally not customized or adapted for a specific Client (Public cloud service is thus functionally the same for all users of Public cloud service); and b. Can quickly and easily increase or decrease the number of users, performance, utilization, etc. according to the Client's wishes. c. Public cloud service does not refer to Infrastructure as a cloud service (IaaS), such as only computing power and storage.

Framework Agreement	The Main Document including annexes Framework Agreement Supplier The bidder who, after a procurement process, has entered into a Framework Agreement with the Legal, Financial and Administrative Services Agency and thereafter signed a Contract with the Client.
Resource Service	Means that the Framework Agreement Supplier provides a Consultant as a resource and where the Framework Agreement Supplier has not committed to providing a certain agreed result with agreed properties
Service Level Agreement	A Service Level Agreement (SLA) is an agreement between the Framework Agreement Supplier and the Client that specifies the measurable levels at which a certain service, such as Private cloud service, Public cloud service, or Customer service, is to be provided.
Standard Terms	Refers to the Framework Agreement Supplier's, Subcontractor's, or third party's contractual terms related to proprietary software or Open Source and/or the provision of Customer Service, Update, Upgrade, or Public cloud service
Security Protection Agreement	An agreement that regulates which security protection measures the Framework Agreement Supplier and Subcontractor shall take in connection with the performance of an assignment and/or that the Framework Agreement Supplier and Subcontractor shall have access to Call-offs containing secret information, in the case that the Security Protection Act (2018:585) is applicable.
Team Service	Means that the Framework Agreement Supplier provides a work team with Consultants who perform sub-tasks in stages in order to ultimately meet a certain need.
Third-Party Software	Proprietary software to which copyright belongs to another legal entity than the Framework Agreement Supplier or the Framework Agreement Supplier's Subcontractor and in the case the Contract subject is stated to be Third-Party Software in the Contract
Subcontract or	A legal entity or natural person that the Framework Agreement Supplier hires to fulfill all or parts of the commitment that follows from the Framework Agreement and Contract. A licensor is not seen as a Subcontractor.
Update	Refers to corrections, security updates, etc. of Software, but can also refer to functional improvements. Providing an Upgrade solely for the purpose of correcting a Fault shall be considered an Update.
Assignment Service	Means that the Framework Agreement Supplier provides a Consultant and takes the main responsibility for performing a certain specified assignment with the provision of a certain agreed result.
Upgrade	A new version of Software with new or changed functionality.
Penalty-Inducing Amount	The amount that forms the basis for calculating a penalty for delay in Delivery or for calculating a penalty for non-fulfillment of a Service Level Agreement. For Contract subjects that are paid periodically, the Penalty-Inducing Amount shall consist of the average value per contract year during the entire Contract Period, of the total value of the Contract including options calculated at the time of signing the Contract. For other Contract subjects, the Penalty-Inducing Amount shall consist of the value of the part

	of the Contract subject that is the subject of the current Service Level Agreement, the current delay, or which, due to the delay, cannot be used in the intended manner
Open Source	Software that is entirely licensed with one or more licenses approved by the Open Source Initiative, http://www.opensource.org/licenses/

1.3 CONTACT PERSONS AND COMMUNICATION

The Client and the Framework Agreement Supplier shall specify their respective contact persons in the Contract. The contact person has, unless otherwise communicated in writing to the other party's contact person, the authority to represent the respective Party in matters concerning the Contract.

A change of contact person shall be communicated to the other party without delay. Notices from a Party regarding the Contract shall be provided in writing to the other party's contact person. Notice of any change shall be sent in writing well in advance of the change taking effect. The Contract documents shall be in English and English shall be used in communication unless the Parties agree otherwise. This means that the respective contact person shall be able to understand information and communicate in English both orally and in writing.

1.4 THE CONTRACT DOCUMENTS AND THEIR ORDER OF PRECEDENCE

The Contract consists of the documents listed below. The documents complement each other unless circumstances dictate otherwise. If the documents contain conflicting information, they apply in the following order:

1. Written amendments and additions to the Security Protection Agreement
2. Security Protection Agreement
3. Written amendments and additions to the Data Processing Agreement or data sharing agreement
4. Data Processing Agreement or data sharing agreement
5. Written amendments and additions to the Contract
6. The Contract with annexes
7. Standard Terms if a written agreement has been reached separately that Standard Terms shall be included in the Contract
8. Written amendments and additions to the Call-off Request with annexes
9. Call-off Request with annexes
10. Written amendments and additions to the Framework Agreement Supplier's Call-off Response with annexes including corrections, completions, and clarifications approved by the Client.
11. The Framework Agreement Supplier's Call-off Response with annexes.

No other documents than those mentioned above are included in the Contract. The Parties may agree that an amendment or addition to the Contract shall have an impact at the hierarchical

level where the relevant document is placed.

If the Framework Agreement Supplier's Call-off Response contains information that has not been requested or reservations, these are only valid if the Parties have expressly and in writing agreed on this. An example of information that has not been requested or a reservation could be the Framework Agreement Supplier's own contractual terms or similar that impose an obligation on the Client that contradicts the requirements or conditions in the Framework Agreement and the Contract.

According to the Framework Agreement, the Client and the Framework Agreement Supplier may agree in the Contract, among other things, on the following:

1. which Consulting service, License service, proprietary software, Open Source, Public cloud service, and/or Private cloud service are included in the Contract subject and if applicable, specification regarding these;
2. conditions for Delivery such as, for example, schedule and how performed Consulting service shall be reported;
3. adaptations or specifications of conditions in the General Terms and Conditions, to the extent allowed by the Framework Agreement and General Terms and Conditions;
4. conditions regarding price as well as invoicing and payment conditions in addition to what is stated in the General Terms and Conditions, and;
5. Contract Period including any extension options (may be longer than 4 years).

1.5 THE FRAMEWORK AGREEMENT SUPPLIER'S GENERAL COMMITMENT

The Framework Agreement Supplier undertakes to provide Contract subjects during the Contract Period, in accordance with the General Terms and Conditions, and the Contract otherwise.

The Framework Agreement Supplier is responsible for ensuring that Contract subjects:

1. meet the requirements set in the Contract and in the Framework Agreement;
2. regarding Software, hardware, and the result of Consulting service, can be used in the Client's IT environment as the Client has described in the Call-off Request, if applicable;
3. are suitable for the purposes for which proprietary software, Open Source, Public cloud service, and/or Private cloud service of this type are normally used, as well as for the specific purposes specified by the Client in the Contract;
4. are provided with care and in a professional manner, in accordance with good practice and in accordance with ethical guidelines and other professional ethical rules that apply to the industry; and
5. correspond to what the Client can reasonably expect from a professional actor in the industry, taking into account the nature and scope of the Contract subject.

The Framework Agreement Supplier is responsible for ensuring that Contract subjects are provided in accordance with applicable laws, regulations, provisions, and rules. Unless otherwise stated in the Contract and in the Framework Agreement, however, the Client shall be

responsible for ensuring that any requirements according to laws, regulations, provisions, and rules that apply to the Client's specific operations have been expressed in the Client's requirements in the Contract. This is in order for the Contract subjects to be legally used by the Client based on requirements according to laws, regulations, provisions, and rules that apply to the Client's specific operations. The Framework Agreement Supplier shall follow the terms of the Client's environmental policy as specified by the Client in the Contract. If the Client permits, the Framework Agreement Supplier may instead fulfill the Framework Agreement Supplier's own environmental policy to meet the Client's needs.

The Framework Agreement Supplier shall not receive or obtain directives for the provision of Contract subjects from anyone other than the Client. The Framework Agreement Supplier shall also otherwise safeguard and represent the Client's interests and guarantee that the Framework Agreement Supplier will not be dependent on or have financial or other interests that may affect the Framework Agreement Supplier's objectivity in relation to the Client during the Contract Period. If the Framework Agreement Supplier suspects that the provision of Contract subjects may come into conflict with another interest, the Framework Agreement Supplier shall immediately inform the Client of this and await the Client's instructions. The Framework Agreement Supplier shall follow the terms of the Client's code of conduct and other ethical conditions specified by the Client in the Contract. If the Client permits, the Framework Agreement Supplier may instead fulfill the Framework Agreement Supplier's own code of conduct and ethical conditions. The Framework Agreement Supplier shall maintain a good contractual relationship with the Client. The Framework Agreement Supplier shall keep informed about the Client's operational needs and about major changes in order to be able to prepare to meet the Client's needs.

Provided Open Source, proprietary software, and Public cloud service shall meet the Framework Agreement Supplier's or its licensor's or Cloud Service Provider's own specifications and product descriptions, which are provided in connection with the Call-off or as published on one of the parties' websites.

The Framework Agreement Supplier or its Cloud Service Provider or Subcontractor shall under no circumstances have the right to deny the Client access to the Client's information. Unless otherwise agreed in the Contract, the Framework Agreement Supplier shall unconditionally give the Client access to the Client's information that the Framework Agreement Supplier processes without delay and within twelve hours of the Client's request, either via direct access or by the Framework Agreement Supplier providing the Client with a copy of the Client's information. Time is only counted during Working Day 08:00 – 17:00. Unless otherwise agreed or obviously follows from the circumstances, the Client's information shall be in a format that is readable and possible to use in other contexts. This means that not only the Client's information shall be provided but also all other logical information needed to be able to utilize the Client's information. Furthermore, log files, audit data, access data, and similar metadata shall be provided. Such data shall also be provided in a format that is usable for the Client. All in order for the Client's information to be used for the intended purpose. The Framework Agreement Supplier's unconditional obligation to give the Client access to the Client's information also applies in a situation where the Client, according to the Framework Agreement Supplier, has committed a breach of the Contract.

1.6 THE CLIENT'S GENERAL COMMITMENTS

The Client shall give the Framework Agreement Supplier access to its premises, IT environment, and equipment to the extent and on the terms specified in the Contract and otherwise as may reasonably be required. The Client shall take such measures and be responsible for such steps in connection with the provision of Contract subjects as specified in the Contract. The Client shall cooperate with the Framework Agreement Supplier in accordance with what is stated in the Contract and provide the necessary instructions to the Framework Agreement Supplier about circumstances that affect the provision of Contract subjects. The Client is responsible for ensuring that the necessary permits, notifications, and exemptions are obtained for the use of Contract subjects unless otherwise stated in the Contract. In addition to what is stated as the Client's commitment in the Contract, the Framework Agreement Supplier is responsible for everything required for the provision of Contract subjects. This shall apply unless otherwise obviously follows from the circumstances.

The Framework Agreement Supplier's fulfillment of commitments according to the Contract and the Framework Agreement presupposes that the Client fulfills its commitments according to the Contract. If the Client fails to fulfill its commitments, and this affects the Framework Agreement Supplier's ability to fulfill its commitments, the Framework Agreement Supplier's commitments shall be adjusted to a reasonable extent until the obstacle to fulfill the commitment has ceased. Furthermore, the Framework Agreement Supplier has the right to compensation for reasonable, substantiated, and direct additional costs that the Framework Agreement Supplier has been caused as a result of the Client's failure to fulfill its commitments. However, the Framework Agreement Supplier's right to compensation and adjustment of its commitments does not apply if the Client has failed to fulfill its commitments due to a circumstance that was beyond the Client's control and which the Client could not reasonably have been expected to have taken into account or considered at the time of signing the Contract and whose consequences the Client could not reasonably have avoided or overcome. If the fulfillment of the Contract, for the above reasons, is substantially prevented for a longer period than 90 calendar days, the Framework Agreement Supplier, however, has the right to terminate, according to the Framework Agreement Supplier's choice, the whole or part of the Contract without liability for compensation.

The Framework Agreement Supplier's right to compensation and adjustment presupposes, however, that the Framework Agreement Supplier has notified the Client promptly from the time the Framework Agreement Supplier became aware of the deficiency. Notification must be made in writing in the relevant forum and contain a description of the deficiency in the Customer's agreed commitment that prevents the Framework Agreement Supplier from fulfilling its obligation, and at a general level indicate the risk of consequences, and if possible, describe the corrections that should be taken for the Framework Agreement Supplier's obstacle to be avoided or overcome.

1.7 INSURANCE

The Framework Agreement Supplier shall at its own expense take out and maintain customary liability insurance with a satisfactory amount of coverage considering the nature and extent of the Contract Subject. The Framework Agreement Supplier shall also have insurance regarding pure financial loss concerning Consultancy Services. Upon the Customer's request, the Framework Agreement Supplier shall present a certified copy of the relevant current insurance policy and proof of paid insurance premiums.

1.8 CONSULTANCY SERVICE

The Contract Subject may wholly or partly comprise Consultancy Service to be performed in accordance with the requirements agreed upon in the Contract and according to General Terms and Conditions.

Unless otherwise stated in the Contract, Resource Service shall be performed at the Customer's premises, and the Customer shall provide the Framework Agreement Supplier with access to its premises and provide equipment reasonably required for the performance of the Consultancy Service. Unless otherwise stated in the Contract, Assignment Service shall be performed at the Framework Agreement Supplier's premises, and the Customer shall provide the Framework Agreement Supplier with access to its premises and provide equipment reasonably required for the performance of the Assignment Service.

The Consultant shall meet any requirements for competence or other qualifications specified in the Contract. Notwithstanding any such specified requirements, the Consultant shall always have appropriate education and be qualified and competent to perform the Consultancy Service. The Framework Agreement Supplier is obliged to take the initiatives needed to ensure that the provided Consultant obtains and maintains the necessary knowledge and understanding of the Consultancy Service. The Customer has the right to request the replacement of a Consultant who does not meet the requirements set out in the Contract for the Consultant or if the Customer can demonstrate that other substantial reasons for the request for replacement exist, such as difficulties in cooperation. The replacement shall then take place without delay. The Customer and the Framework Agreement Supplier have the opportunity to agree in the Contract that a specifically named Consultant in the Call-off Response shall provide a specifically indicated part of the Consultancy Service. If so agreed, the Framework Agreement Supplier undertakes not to replace such a named Consultant without the Customer's written approval in advance. Such approval shall, however, be given if substantial reasons for the replacement exist, such as the Consultant terminating their employment or becoming sick. The Framework Agreement Supplier shall otherwise act to keep the turnover of Consultants at a reasonable level.

When replacing a Consultant, regardless of which Party initiated the replacement, a new candidate shall be subject to the Customer's approval. Furthermore, the Framework Agreement Supplier shall bear its costs and time spent on the replacement of the Consultant and for the new Consultant to familiarize themselves with the relevant parts of the Consultancy Service. If the Customer suffers damage due to the replacement and this is not due to circumstances beyond

the Framework Agreement Supplier's control, the Customer is entitled to a reasonable deduction from the compensation corresponding to the damage incurred despite the Customer's written consent to the replacement.

The Consultant is never to be considered an employee of the Customer. The Framework Agreement Supplier is therefore responsible for taxes, social security contributions, and other costs associated with the Consultant's employment. Should the Customer be legally obliged to pay taxes and social security contributions on compensation to be paid to the Framework Agreement Supplier, the Framework Agreement Supplier shall reimburse the Customer for such charges. If possible, this shall be done by offsetting from the compensation payable to the Framework Agreement Supplier.

1.9 PRIVATE CLOUD SERVICE

The Contract Subject may wholly or partly comprise Private Cloud Service. General Terms and Conditions apply to Private Cloud Service, and Standard Terms and Conditions are invalid when providing Private Cloud Service unless a specific agreement has been made about it in the Contract. The Framework Agreement Supplier undertakes a comprehensive responsibility for functionality, including integration between all parts included in the Contract Subject.

1.10 PUBLIC CLOUD SERVICE

The Contract Subject may wholly or partly comprise Public Cloud Service. Regulations in Standard Terms and Conditions regarding service levels, Customer Service, Updates, and Upgrades shall be applied with the limitations set out in specific parts about Public Cloud Service in General Terms and Conditions. The Contract Subject is a standard service.

The Contract shall be supplemented with Standard Terms and Conditions regarding Public Cloud Service provided by the Framework Agreement Supplier or referred to in the Call-off Response. Standard Terms and Conditions supplement the Contract and form part of the Contract for the application of the section Contract Documents and their order of precedence only to the extent and within the frames set out in General Terms and Conditions.

Furthermore, Standard Terms and Conditions shall be considered invalid to the extent that Standard Terms and Conditions are contrary to General Terms and Conditions or the Customer's requirements in the Call-off Request.

Requirements set out in the Contract for Public Cloud Service may only be changed under conditions set out in the section Amendment of Contract.

Within the outer frames for Public Cloud Service as above, the Cloud Service Provider has the right to change the content of Public Cloud Service with the periodicity and according to the process set out in Standard Terms and Conditions. The Contract may further contain an

obligation to make such changes in Public Cloud Service.

The Customer has the opportunity in the Call-off Request to divide the requirements for Public Cloud Service into such requirements that may only be changed according to the regulations in the section Amendment of Contract, respectively requirements that may be changed according to the periodicity and process set out in Standard Terms and Conditions.

Should changes to Public Cloud Service, according to the Customer's reasonable assessment, result in a significant deterioration or other significant inconvenience for the Customer, the Customer has the right within two months from the date the Customer received written part of the change of service, to terminate the Contract or part thereof in writing according to the Customer's request. The Customer's termination may take place either immediately or with a notice period of up to six months. Upon termination, the Customer shall only pay compensation for Public Cloud Service until the termination takes effect.

The Cloud Service Provider may change applicable Standard Terms and Conditions provided that the amended terms meet the requirements of the Contract. Should changes to the terms, according to the Customer's reasonable assessment, result in a significant deterioration or other significant inconvenience for the Customer, the Customer has the right within two months from the date the Customer received written part of the change, to terminate the Contract or part thereof in writing according to the Customer's request. The Customer's termination may take place either immediately or with a notice period of up to six months. Upon termination, the Customer shall only pay compensation for Public Cloud Service until the termination takes effect.

1.11 PROPRIETARY SOFTWARE

The Contract Subject may wholly or partly comprise proprietary software. Specific parts about proprietary software in General Terms and Conditions may, where specifically indicated, be supplemented with Standard Terms and Conditions, as applicable, with deviations therefrom according to the Customer's and Framework Agreement Supplier's agreement, provided that Standard Terms and Conditions or agreement as deviation do not conflict with General Terms and Conditions.

Hardware may be called off in connection with the call-off of proprietary software provided in combination with hardware, under the specific conditions set out in the Framework Agreement. Specific parts about proprietary software in General Terms and Conditions shall also apply to such hardware. Specific parts about proprietary software in General Terms and Conditions shall also apply when an agreement is made that only Customer Service, Update, and/or Upgrade shall be provided concerning proprietary software.

1.12 OPEN SOURCE

The Contract Subject may wholly or partly comprise Open Source. Specific parts about Open Source in General Terms and Conditions shall be supplemented with Standard Terms and Conditions as set out in General Terms and Conditions. Hardware may be called off in connection with the call-off of Open Source provided in combination with hardware, under the specific conditions set out in the Framework Agreement. Specific parts about Open Source in General Terms and Conditions shall also apply to such hardware and when an agreement is made that only Customer Service, Update, and/or Upgrade shall be provided concerning Open Source.

1.13 DELIVERY AND DELIVERY CONTROL

Unless otherwise stated in the Contract, this section applies to Delivery and Delivery Control.

The Customer and the Framework Agreement Supplier shall continuously and in good time provide each other with information about preparations made and other matters of significance for Delivery. Delivery of the Contract Subject shall take place in accordance with the schedule agreed upon in the Contract and be completed on the Agreed delivery date. The Customer and the Framework Agreement Supplier may agree in the Contract that Delivery shall take place in the form of partial deliveries.

The Framework Agreement Supplier shall, before any delivery control according to the section Delivery Control, have performed the installation tests, system tests, and other relevant tests that the Framework Agreement Supplier normally performs itself or that according to customary practice in the industry can be expected to have been performed to verify that Delivery meets the requirements of the Contract. The Customer shall be provided with written protocols from the tests performed.

The Effective delivery date refers to the day:

1. Delivery is approved in writing by the Customer; or
2. the delivery control period, if delivery control is carried out, ends without the Customer making a written remark against Delivery; or
3. Delivery meets the criteria for approval after the Customer has made a remark against Delivery, a new delivery control could be carried out, and the Customer has approved in writing that Delivery meets the criteria for approval or if the new delivery control period ends according to (2); or
4. another criterion for the Effective delivery date to be met, as stated by the Customer in the Contract, is met.

The Effective delivery date entails that the Customer has the right to use the Contract Subject, and the Framework Agreement Supplier has the right to receive any compensation linked to the Effective delivery date.

The Framework Agreement Supplier shall, from the Agreed delivery date, provide Public Cloud

Service according to the requirements stated in the Contract, and Delivery of Public Cloud Service shall be subject to delivery control according to the terms in the section Delivery and Delivery Control.

Public Cloud Service, Open Source, and proprietary software shall be delivered with necessary user documentation unless the Customer and the Framework Agreement Supplier agree otherwise. The documentation shall be prepared in Swedish or English.

1.13.1 DELIVERY CONTROL

The Customer may waive delivery control in writing, which means that the Effective delivery date occurs when Delivery takes place.

When Delivery is subject to delivery control, it shall take place as follows:

1. The Customer and the Framework Agreement Supplier shall agree on the content and scope of the delivery control, including criteria for approval, however, the Customer has the right to ultimately and reasonably determine criteria for approval;
2. The delivery control period covers, unless specifically agreed otherwise in the Contract, ten Working Days before the Agreed delivery date;
3. The Customer is responsible for carrying out the delivery control. At the Customer's request, the Framework Agreement Supplier shall participate in the delivery control according to the Customer's reasonable instructions. Compensation for the Framework Agreement Supplier's participation in the delivery control is only paid if this has been specifically agreed upon in the Contract;
4. The Customer shall approve Delivery when it meets the criteria for approval. Approvals and notifications between the Customer and the Framework Agreement Supplier shall be made in writing. If the Customer does not approve Delivery, the Customer shall promptly report discovered deviations, and the Framework Agreement Supplier shall immediately rectify such reported deviations. The Customer and the Framework Agreement Supplier shall then agree in writing on the time for a new delivery control, including its time period. A new time for delivery control may not result in the Agreed delivery date being changed. The Framework Agreement Supplier has the right to make corrections during the ongoing delivery control;
5. At agreed partial deliveries, delivery control shall be carried out per partial delivery, and, if requested by the Customer, a final delivery control shall be carried out concerning all partial deliveries, unless specifically agreed otherwise; and
6. Deviations from the criteria for approval of Delivery that are insignificant for the intended use of the Contract Subject, and which according to the Customer do not constitute an inconvenience, shall not affect the determination of the Effective delivery date.

Delivery shall despite such deviation be considered to meet the Contract. The deviation referred

to in this point shall be remedied by the Framework Agreement Supplier in a manner corresponding to what is described below. As an alternative to full approval of Delivery, the Customer has the right to approve Delivery even though the conditions for approval are not met. In such a case, written approval with reservation shall be established through a document signed by the Customer and the Framework Agreement Supplier. Even with approval with reservation, the Effective delivery date occurs. A list of remaining items where remaining items were present shall be attached to the written approval with reservation. The list of remaining items shall be prepared in a format where the remaining item and the latest date for rectification are stated. Such the latest date shall, unless otherwise agreed, occur no later than 30 calendar days after the approval with reservation. Deficiencies referred to in this point shall be promptly remedied by the Framework Agreement Supplier, however, no later than 30 calendar days from the Customer's approval with reservation. If the Framework Agreement Supplier has not rectified the deficiencies within the stipulated time, the deficiencies constitute a Defect.

The Customer may, without the Effective delivery date having occurred, due to what the Customer considers to be business-critical reasons, use the Contract Subject or part of the Contract Subject in Delivery in its operations for the intended purpose, without the Effective delivery date occurring. The Customer shall pay reasonable compensation for the actual cost of the current use.

1.13.2 SPECIAL ABOUT COMMITMENTS AT DELIVERY OF SOFTWARE

The Framework Agreement Supplier bears all risks and costs associated with transport until the Framework Agreement Supplier has ensured that Delivery is unloaded and received by the Customer at the location specified in the Contract. The Customer and the Framework Agreement Supplier may also agree that Open Source and proprietary software shall be provided remotely by download.

The Customer and the Framework Agreement Supplier may specifically agree that Delivery shall be subject to delivery control according to the terms in the section Delivery Control.

The Customer and the Framework Agreement Supplier may specifically agree that Open Source and proprietary software shall be delivered with such system documentation as is necessary for the operation of Open Source and proprietary software.

In the case that Open Source or proprietary software is delivered pre-installed on hardware included in the Contract Subject, the Customer has the right to return hardware if a Defect is discovered at Delivery or at the first attempt of use, whereby the hardware shall be considered dead on arrival (DOA). Notification that delivered hardware is defective on arrival shall be given within ten Working Days from Delivery unless specifically agreed otherwise between the Customer and the Framework Agreement Supplier. Upon notification that delivered hardware is dead on arrival, the Framework Agreement Supplier shall rectify the defect in accordance with what is prescribed regarding rectification of Defects, according to the section Responsibility for Defects in the Contract Subject, whereby contractual Delivery of hardware and pre-installed Open Source or proprietary software shall not be considered to have taken place until the Framework Agreement Supplier has rectified the defect. Defects that are

insignificant for the intended use of the hardware, and which according to the Customer do not constitute an inconvenience, shall not mean that the hardware is considered defective on arrival. The Customer and the Framework Agreement Supplier may specifically agree that the Framework Agreement Supplier shall notify the Customer within a certain specified time that hardware specified in the Contract is being discontinued by the supplier.

1.13.3 SPECIAL ABOUT COMMITMENT AT DELIVERY OF CONSULTANCY SERVICE

Resource Service shall be considered completed when Resource Service has been performed in accordance with the requirements set out in the Contract. Assignment Service, which means that the Framework Agreement Supplier shall provide a certain result, is considered completed according to the section Delivery Control, unless the Customer and the Framework Agreement Supplier have specifically agreed otherwise in writing in the Contract. Assignment Service, which involves a commitment for the Framework Agreement Supplier to continuously provide a specified service, is considered completed when Assignment Service has been performed in accordance with the requirements set out in the Contract.

1.14 RESPONSIBILITY IN CASE OF DELAY

A delay occurs when the Effective delivery date occurs after the Agreed delivery date or if the Effective delivery date cannot be determined.

Delay regarding the Effective delivery date that depends on the Framework Agreement Supplier or a circumstance on the Framework Agreement Supplier's side entitles the Customer to a penalty. The Customer and the Framework Agreement Supplier may agree in the Contract on special calculation bases for penalties and/or that other milestones than the Effective delivery date shall be grounds for penalties. Unless otherwise stated in the Contract, a penalty shall be paid with an amount corresponding to 2% of the Penalty base amount per commenced delayed week, with a maximum penalty of 12% of the Penalty base amount. In the event that the Customer has suffered damage as a result of the delay, the Customer is also entitled to damages, within the liability limitations set out in the Contract and with deduction for paid penalties.

In the event that the maximum penalty has been reached, the maximum penalty will be reached, or the delay is otherwise of significant importance to the Customer, the Customer has the right to terminate the Contract in writing with immediate effect. Unless otherwise stated in the Contract, a delay lasting more than six weeks shall be considered of significant importance to the Customer. Such termination applies, according to the Customer's choice, to the Contract in its entirety or the part of the Contract that relates to the delay.

The Framework Agreement Supplier shall without delay notify the Customer in writing of the suspected delay. The Framework Agreement Supplier shall at the same time notify the

Customer in writing of the reason for the delay and when Delivery is expected to take place. If the Framework Agreement Supplier does not provide such notification without delay, the Customer is entitled to compensation for the damage that could have been avoided if the notification had been given on time. A new time for Delivery may not result in the Agreed delivery date being changed.

The Framework Agreement Supplier shall, observing the section The Customer's general commitments, not be responsible for delay to the extent that the delay depends on a circumstance for which the Customer shall be considered responsible. The Framework Agreement Supplier is in such a case entitled to the necessary extension of the delivery time and compensation for reasonable, substantiated, and direct additional costs. If the Customer finds it likely or fears that such a circumstance will occur, the Customer shall, without delay, notify the Framework Agreement Supplier of this in writing.

In the event that the Customer and the Framework Agreement Supplier agree on a changed schedule, the agreed calculation bases for penalties shall be fully applied to the changed schedule.

1.15 TRAINING

Training can be provided according to the Contract and is a scheduled teacher-led training, where the Framework Agreement Supplier is responsible for providing teachers and training materials. Training can either be in a location provided by the Framework Agreement Supplier or remotely. Training in a location provided by the Framework Agreement Supplier includes lunch and coffee. The Customer's cancellation shall be made in writing to the Framework Agreement Supplier. Unless otherwise stated in the Contract, the Customer may cancel at least three weeks before the first day of training without liability for compensation for the training. If the Customer cancels two to three weeks before the first day of training and not otherwise stated in the Contract, the Customer shall compensate the Framework Agreement Supplier with 50% of the fee for training. If the Customer cancels one week before the first day of training, the Customer shall compensate the Framework Agreement Supplier with 100% of the fee for training. The Customer always has the right to freely change participants before the first day of the open training. The Framework Agreement Supplier has the right to cancel an open training.

If the Framework Agreement Supplier changes the first day of the training, the Customer has the right to cancel the training without liability for compensation.

1.16 PRICING MODELS

The Customer and the Framework Agreement Supplier can agree on different pricing models and models for price indexing depending on the nature and scope of the Contract Object. Examples of pricing models are one-time license fee, fixed price, variable price with or without a ceiling price, and periodic fee (subscription fee). Examples of price indexing are upward or downward adjustment of agreed prices according to an index or other approach established in the contract. The Framework Agreement Supplier is only entitled to compensation where this

is stated in the Contract.

For Consultancy Services performed on a running account, the Framework Agreement Supplier, if the Customer and the Framework Agreement Supplier have specifically agreed on this in the Contract, is entitled to compensation for necessary expenses approved by the Customer in advance, as well as compensation for overtime, on-call, standby and/or inconvenient working hours. Compensation for travel ordered in writing by the Customer is paid in accordance with the Swedish Tax Agency's current rules for reimbursement of travel and subsistence expenses. If Consultancy Services are performed at a fixed price, the Framework Agreement Supplier shall not be entitled to compensation under this paragraph.

The Parties may, under certain conditions, agree on a change of Contract and in connection therewith also on an adjustment of the agreed price, according to the section Change of Contract. In addition to this, the Framework Agreement Supplier does not have the right to change the prices during the Contract Period beyond any agreed price indexing or currency adjustment as below. All agreed prices are stated exclusive of VAT, and are stated in SEK unless otherwise specifically stated.

1.16.1 CURRENCY ADJUSTMENT

Unless otherwise agreed in the Contract, each Party has the right to currency adjustment in the event of currency exchange rate changes greater than +/- 3.0% compared to the last agreed exchange rate in the Call-off Response's stated currency. The Customer and the Framework Agreement Supplier may each call for currency adjustment a maximum of once every six months. However, if the exchange rate in USD or EUR is stated in the Call-off Response and the exchange rate change is greater than +/- 8.0% compared to the last agreed exchange rate, currency adjustment may be called for immediately.

In the event of a currency adjustment, all prices stated in foreign currencies in the Call-off Response shall be adjusted, and not just prices in the currency invoked for currency adjustment. Currency adjustment can only be made for Software and/or Public Cloud Service. If a foreign currency is stated in the Call-off Response, all Software and/or Public Cloud Service that may be subject to currency adjustment must be reported in the Call-off Response.

It is the responsibility of the Party calling for currency adjustment to demonstrate that all the requirements for currency adjustment are met. The first called change is calculated based on the monthly average of the calendar month before the currency adjustment was called for compared to the monthly average (mean value) for the current currency as determined by the Swedish Central Bank for the calendar month when the last day for Call-off Response occurred.

Subsequent called changes are calculated based on the monthly average of the calendar month before the currency adjustment was called for compared to the monthly average (mean value) for the current currency as determined by the Swedish Central Bank for the calendar month when the previous currency adjustment was called for. Currency adjustment that has been called for in writing takes effect on the same day as the Customer and the Framework Agreement

Supplier have approved the currency adjustment in writing. Currency adjustment cannot be made retroactively. In the event that a Call-off becomes subject to review and the delay from the last day for Call-off Response to the Contract comes into force exceeds 60 calendar days, currency adjustment may be called for on the first day when the Contract comes into force.

1.16.2 PRICE INDEXING

This will be completed with signing the framework Agreement.

1.17 INVOICING AND PAYMENT

1.17.1 INVOICING

The Framework Agreement Supplier shall create and send an electronic invoice (e-invoice) according to Peppol BIS Billing. The Customer can also provide a supplier portal for manual registration of invoices. However, for reasons of confidentiality, the Customer has the right to request that the Framework Agreement Supplier send a paper invoice.

The Framework Agreement Supplier has the right to invoice for the provision of Software, hardware and Assignment Service or other Consultancy Service performed at a fixed price after approved Delivery or in accordance with the payment plan in the Contract. Periodic fee such as fee for the use of Public Cloud Service or Private Cloud Service is invoiced in arrears, after the relevant time period, unless otherwise stated in the Contract. For Consultancy Services performed on a running account, the Framework Agreement Supplier has the right to be paid once a month for work performed and reported, verified costs and approved expenses.

Invoicing fee or similar is not accepted.

The Framework Agreement Supplier must be approved for F-tax or equivalent.

1.17.2 INVOICE CONTENT

The Framework Agreement Supplier shall design invoices to the Customer in a simple and understandable way, in accordance with the Customer's instructions. The Customer has the right to receive collective invoices by agreement. Flexibility in invoicing should be ensured so that the Customer is offered the opportunity to receive a specified invoice at no extra cost.

The invoice should at least include the following if applicable:

1. Invoice date and invoice number
2. The Framework Agreement Supplier's and Customer's name and address
3. Customer's order number and/or ordering reference according to the Customer's instructions
4. The Framework Agreement Supplier's VAT registration number
5. Scope of delivered Contract Objects during the current period
6. Detailed specification of costs in SEK excluding VAT per delivered Contract

- Object and the Customer's use of Contract Objects, specified by department, user and/or cost center as well as other compensation that has been agreed in writing.
7. Date when the Contract Object was completed (turned over)
 8. Due date
 9. The amount of VAT to be paid
 10. Total amount in SEK excluding VAT
 11. Total amount in SEK including VAT

If work has been performed on a running account, the number of working hours and hourly compensation per Consultant must also be stated. The invoice should also indicate whether it relates to a final liquidation.

The Customer has the right to dispute invoices that are incorrect, for example due to a lack of specification, and to demand correction by the Framework Agreement Supplier.

1.17.3 PAYMENT

Payment is made no later than 30 days after approved invoice. If the Customer, in whole or in part, with good reason does not consider itself to be liable for payment according to the invoice, the Customer has the right to withhold the disputed amount. The Customer also has the right to withhold payment to the extent that the Customer has counterclaims regarding price deductions, penalties, damages or other compensation from the Framework Agreement Supplier according to the Contract.

Default interest according to the section Default Interest is not paid in these respects.

The Framework Agreement Supplier's right to payment for the Contract Object expires if the Framework Agreement Supplier has not invoiced for the Contract Object in question no later than 24 months after the Framework Agreement Supplier had the right to invoice as above.

The Customer's payment does not relieve the Framework Agreement Supplier from liability for Defects.

1.17.4 DEFAULT INTEREST

In case of late payment, the Framework Agreement Supplier has the right to claim default interest according to the Interest Act (1975:635) on the invoiced undisputed amount. Interest is regulated at the request of the Framework Agreement Supplier on the next invoice. The Customer has the right to default interest in the same way if the Framework Agreement Supplier is late in paying penalties, damages or similar.

1.18 CONFIDENTIALITY AND CONFIDENTIAL INFORMATION

The Framework Agreement Supplier is obliged to follow the confidentiality that is customary

in the industry as well as applicable parts of the Public Access to Information and Secrecy Act (2009:400) (OSL). The Parties undertake not to disclose or in any way exploit information subject to legal secrecy that the Party becomes aware of through the creation or fulfillment of the Contract.

The Framework Agreement Supplier may only use confidential or confidential information for the purpose of fulfilling the Contract. Confidential information refers to information of a technical, commercial or other nature that should reasonably be, or has been indicated by the Customer to be, secret as well as information that is confidential according to the OSL or other applicable law.

The Framework Agreement Supplier undertakes not to give third parties access to confidential or confidential information, which the Framework Agreement Supplier has received from the Customer or from another in connection with the fulfillment of the Contract, without the Customer's written approval. The obligation of confidentiality does not apply to such information that the Framework Agreement Supplier can show has become known to him in a way other than through the fulfillment of the Contract or that is generally known. The obligation of confidentiality also does not apply when the Framework Agreement Supplier is obliged by law, authority decision or applicable stock exchange rules to disclose information.

The Framework Agreement Supplier can request that information provided by him should be considered to constitute the Framework Agreement Supplier's confidential information. The Customer is usually a public body that is obliged to follow provisions on the publicity and secrecy of documents. When a request for disclosure of public documents is made, a customary secrecy assessment will be made in accordance with the OSL. The Customer can therefore not in all cases accommodate the Framework Agreement Supplier's request for confidentiality. If the Customer is not obliged to follow provisions on the publicity and secrecy of documents, the Customer undertakes not to disclose the Framework Agreement Supplier's confidential information.

Unless otherwise stated in the Contract, the prohibition against disclosing the Customer's confidential information applies during the Contract Period and for five years after the Contract has ended. When it comes to information that is confidential according to law, the confidentiality applies for the time stated in the law.

1.18.1 CONFIDENTIALITY AGREEMENT

The Framework Agreement Supplier is responsible for ensuring that all staff who contribute to the fulfillment of the Contract and may have access to the Customer's confidential information observe corresponding confidentiality by entering into a written confidentiality agreement for the benefit of the Customer. If the Customer requests, a confidentiality agreement must be signed by the person performing Consultancy Services and by any Subcontractor before the work begins.

1.19 COLLABORATION

The Framework Agreement Supplier and the Customer shall, without cost to the Customer, meet for consultation and follow-up of the Contract at least once a year or more often if the Customer or the Framework Agreement Supplier calls for it. In addition to what is stated above, the Customer can in the Contract request that a collaboration organization be established for the Contract. The collaboration organization shall meet the requirements set by the Customer in the Contract and shall, unless otherwise stated in the Contract, contain a description of the Customer's and the Framework Agreement Supplier's tasks and responsibilities within the framework of the collaboration organization. The Customer may also request that the Customer's and the Framework Agreement Supplier's collaboration be further detailed in a separate document that is prepared during an initial stage of the Contract Period and is then updated during the Contract Period.

The Framework Agreement Supplier shall, as stated in the Contract, and otherwise to a reasonable extent, cooperate with the Customer's other external suppliers at the time in the interface to the Framework Agreement Supplier and Contract Object. If the Customer has required it in the Contract, such cooperation may also include that the Framework Agreement Supplier shall enter into a collaboration agreement with other external suppliers to the Customer, and if the Customer so requests also with the Customer itself, containing among other things collaboration regarding troubleshooting and error correction.

1.20 SUBCONTRACTOR

The Framework Agreement Supplier has the right to engage a Subcontractor in accordance with what is stated in the Framework Agreement and Contract. Change, i.e. addition, replacement or removal of Subcontractor can only be made according to the section Change of Subcontractor.

The Framework Agreement Supplier shall ensure that such engaged Subcontractor meets the requirements and conditions in the Framework Agreement and Contract regarding the parts of the Contract Object that the Subcontractor is to perform. The Framework Agreement Supplier shall provide information about the Subcontractor upon request. Examples of information are name, which parts, to what extent and during what time period the Subcontractor contributes to the fulfillment of the Contract.

If a Subcontractor breaches the requirements or conditions stated in the Framework Agreement or Contract, the Customer has the right to immediately decide that the Subcontractor may no longer be used for the fulfillment of the Contract.

The Framework Agreement Supplier is responsible for the Subcontractor as for its own part. If the Framework Agreement Supplier does not meet the above requirements and conditions, it may result in penalties and other consequences according to the section Termination.

1.21 PROCESSING OF PERSONAL DATA

The Framework Agreement Supplier and Subcontractor shall, at the request of the Customer, enter into the agreements required to comply with the General Data Protection Regulation. If the Framework Agreement Supplier or Subcontractor processes personal data on behalf of the Customer, a written Data Processor Agreement shall be entered into. If a Data Processor Agreement is to be entered into, it should be attached as an appendix to the Contract.

1.21.1 SPECIFICALLY ABOUT SECURITY, CUSTOMER INFORMATION AND PERSONAL DATA REGARDING PRIVATE CLOUD SERVICE

The Framework Agreement Supplier and Subcontractor may only process, e.g. store, process or disclose, the Customer's information to the extent necessary for the provision of Private Cloud Service and according to the Customer's instruction. This commitment applies without limitation in time.

Information in the Private Cloud Service's log may only be used by the Framework Agreement Supplier for what is required for the Private Cloud Service's functionality. The Customer has the right to access the information recorded in the log.

The Customer's information that is deleted in accordance with the Archives Act (1990:782), the Archives Decree (1991:446) and the National Archives' regulations, so-called purging, must be irretrievably erased by the Framework Agreement Supplier and Subcontractor including other suppliers these have engaged for the provision of Private Cloud Service no later than 180 calendar days after the Customer's implementation of purging.

1.21.2 SPECIFICALLY ABOUT SECURITY, CUSTOMER INFORMATION AND PERSONAL DATA REGARDING PUBLIC CLOUD SERVICE AND PROPRIETARY SOFTWARE

Notwithstanding what is stated in the second paragraph of the section Processing of Personal Data, unless the Customer has expressly stated otherwise in the Call-off Request, Standard Terms and Conditions shall apply for the processing of personal data. The application of Standard Terms and Conditions, however, presupposes that the Standard Terms and Conditions meet the requirements set out in the General Data Protection Regulation (GDPR) with accompanying implementing regulations as well as any additional requirements specified by the Customer in the Call-off Request regarding the processing of personal data. Standard Terms and Conditions regarding the processing of personal data shall be applied by the Framework Agreement Supplier, its Cloud Service Provider and/or its licensor (regardless of tier) and, where applicable, by the Customer.

Notwithstanding what is stated in the first paragraph of the section Security and Security Agreement, unless the Customer has expressly stated otherwise in the Call-off Request, Standard Terms and Conditions regarding security shall apply. Standard Terms and Conditions

regarding security shall be applied by the Framework Agreement Supplier, its Cloud Service Provider and/or its licensor (regardless of tier) and, where applicable, by the Customer.

Notwithstanding what is stated in the Standard Terms and Conditions, the Framework Agreement Supplier and its Cloud Service Provider and/or licensor may only process, e.g. store, process or disclose, the Customer's information to the extent necessary for the provision of Public Cloud Service and/or proprietary software and according to the Customer's instruction. This commitment applies without limitation in time.

Information in the Public Cloud Service's and/or proprietary software's log may only be used by the Framework Agreement Supplier for what is required for the Public Cloud Service's and/or proprietary software's functionality. The Customer has the right to access the information recorded in the log.

The Customer's information that is deleted in accordance with the Archives Act (1990:782), the Archives Decree (1991:446) and the National Archives' regulations, so-called purging, must be irretrievably erased by the Cloud Service Provider and/or licensor including other suppliers the Cloud Service Provider and/or licensor have engaged for the provision of Public Cloud Service and/or proprietary software no later than 180 calendar days after the Customer's implementation of purging.

1.22 OWNERSHIP AND USAGE RIGHTS TO INTELLECTUAL PROPERTY

The Customer and the Customer's licensors (i.e., excluding the Framework Supplier and its Subcontractor) owns the existing intellectual property rights to the Customer's material. Material refers to documentation, tools, and Software that the Customer makes available to the Framework Supplier under the Contract.

The Customer grants the Framework Supplier a non-exclusive, non-transferable right to use the Customer's material solely for the purpose of fulfilling the Contract during the Contract period. The Framework Supplier may not, without the Customer's written consent, sublicense this right or otherwise allow another to use the Customer's material. The Framework Supplier must cease all use of the Customer's material upon termination of the Contract. However, the Framework Supplier has the right, subject to the limitations in this section, to allow a Subcontractor approved by the Customer to use the Customer's material for the said limited purpose.

The Customer's right (usage right or ownership right) to such Software, documentation, or other material that is included in or is a result of the Contract object is regulated in the terms. Unless specifically stated in the terms or the Contract specifically states that the Customer acquires ownership, such material remains the property of the Framework Supplier or its licensors, and the Customer receives a license to use such material on the terms specified.

1.22.1 SPECIFICALLY ABOUT RIGHTS TO WORK AND MATERIAL REGARDING CONSULTING SERVICE

The Customer and the Framework Supplier shall agree in the Contract which of the following options, a or b, shall apply regarding the right to work and material, including documentation, which the Framework Supplier develops specifically for the Customer within the framework of a Consulting Service (the result). In the event that no such agreement has been reached, option a applies:

- a. The Customer receives a free, non-exclusive, and perpetual right to use the result, including a right to freely copy and modify (modify, further develop, and correct) the result. In the event that the Customer engages a third party to perform services on behalf of the Customer, the Customer has the right to grant a corresponding sub-license to such third party for such limited purpose. The Customer does not, other than as stated in the section Customer's right to transfer of Contract, otherwise have the right to grant or transfer its usage right as stated above.
- b. All intellectual property rights, including copyright, to the result are transferred to the Customer with full ownership and disposal rights, including the right to freely copy, modify (modify, further develop, and correct) and license or transfer the result. The Framework Supplier may not, without the Customer's consent, in any way use or dispose of the result. The Framework Supplier shall reserve the Customer's rights to the result vis-à-vis the hired Subcontractor.

If the Framework Supplier incorporates already existing work belonging to the Framework Supplier or a third party in the result, the Framework Supplier is responsible for ensuring that the Customer's right to such existing work does not deviate from option (a) or (b) above as the Customer and the Framework Supplier have agreed, or can be considered to have agreed on regarding the result. This shall apply unless the Customer in a specific case has approved otherwise in writing in advance. If the Contract object includes Open Source in whole or in part, the section for Open Source shall apply. If the Contract object includes proprietary software in whole or in part, the section for proprietary software shall apply. In the event that the Framework Supplier incorporates already existing work belonging to the Framework Supplier or a third party in the result, the Framework Supplier is responsible for ensuring that the Customer's right to such existing work does not deviate from what the Customer and the Framework Supplier have agreed on the intellectual property rights, or can be considered to have agreed on regarding the result. This shall apply unless the Customer in a specific case has approved otherwise in writing in advance.

1.22.2 SPECIFICALLY ABOUT THE CUSTOMER'S USE OF PRIVATE CLOUD SERVICE

The Framework Supplier or its licensors are the owners to such Software, documentation, and other material that the Framework Supplier provides to the Customer within the Private cloud service, including all changes thereof. The Customer receives a non-exclusive license to use such Software, documentation, and other material during the Contract period. In the event that the Customer hires a third party to perform services for the Customer, the Customer has the

right to grant a corresponding usage right to such third party for such limited purpose. The Customer does not, other than as stated in the section Customer's right to Transfer of Contract, otherwise have the right to sub-license or transfer its usage right as above.

1.22.3 SPECIFICALLY ABOUT THE CUSTOMER'S USE OF PUBLIC CLOUD SERVICE

The Customer has a non-exclusive right to use the Public cloud service and user documentation during the Contract period. The Customer shall follow the instructions the Framework Supplier gives regarding the use of the Public cloud service. Unless otherwise stated in the Contract, the Standard Terms shall further regulate the Customer's right to use the Public cloud service and user documentation, including any requirements that only registered users may use the Public cloud service and that the Customer is responsible for users' use of the Public cloud service. Unless otherwise stated in the Contract, the term user shall also include users of a third party that the Customer hires to perform services for the Customer.

1.22.4 SPECIFICALLY ABOUT THE CUSTOMER'S USE OF PROPRIETARY SOFTWARE

The Customer receives a non-exclusive right to use the proprietary software within the Customer's business. The Customer's usage right to proprietary software is, unless otherwise agreed, not limited in time and thus applies even after the Contract has expired. Even after the Contract has expired, however, if such a usage right without time limit has been granted, the limitations regarding the use of the proprietary software stated in the Contract apply.

If a time-limited license has been agreed in the Contract, the usage right applies during the Contract period and expires without further action at the end of the Contract. If the Customer significantly neglects its obligations when using proprietary software, the Framework Supplier may terminate the usage right according to the section Framework Supplier's right of termination.

The Customer may not copy the proprietary software except in regards to copying of the proprietary software for the granted use or for backup or security purposes, where possible.

The Customer may not lend or sub-rent the proprietary software or transfer its usage right without the Framework Supplier's approval. In the event that the Customer hires a third party to perform services for the Customer, however, unless otherwise stated in the Contract, the Customer has the right to grant a corresponding usage right to such third party for such limited purpose. Transfer of usage right may, however, take place in accordance with what is stated in the section Customer's right to transfer of Contract or if such right exists according to mandatory law.

The Customer and the Framework Supplier can agree that Standard Terms shall supplement the

provisions of this section regarding the Customer's use of the proprietary software provided that these Standard Terms do not conflict with this section. For the avoidance of doubt, such an agreement can only concern provisions about the Customer's rights and obligations regarding the use of the proprietary software and not provisions about Delivery, the Framework Supplier's liability, or other regulations that do not specifically concern the Customer's use of the proprietary software.

What is stated in this section regarding proprietary software shall apply correspondingly to provided and associated documentation.

1.22.5 SPECIFICALLY ABOUT ADJUSTMENTS OF OPEN SOURCE

The Framework Supplier is responsible for the distribution of Open Source to the Customer, including any adjustments thereof, being in accordance with what follows from the applicable license terms (Standard Terms) for each Open Source. The Framework Supplier shall indicate in the Call-off Response to what extent applicable license terms (Standard Terms) affect the Customer's right to adjustments made according to this section. In the event that the Customer orders adjustment of Open Source, the Framework Supplier shall provide such adjustment according to the section for Consulting Service, with the deviations stated in this section.

The Customer and the Framework Supplier shall agree in the Contract on the right to adjustment of Open Source according to either option a or b. If no option has been agreed, option a applies:

- a. The Customer receives a free, non-exclusive, and perpetual license to the adjustment, including a right to freely copy and modify (modify, further develop, and correct) the adjustment. In the event that the Customer hires a third party to perform services for the Customer, the Customer has the right to grant a corresponding usage right to such third party for such limited purpose. The Customer does not, other than as stated in the section Customer's right to transfer of Contract, otherwise have the right to grant or transfer its usage right as above. The Customer's right shall not in any other way affect the Framework Supplier's right to the adjustment.
- b. All intellectual property rights, including copyright, to the adjustment are transferred to the Customer with full ownership and disposal rights, including the right to freely copy, modify (modify, further develop, and correct) and grant or transfer the adjustment. The Framework Supplier may not, without the Customer's consent, in any way use or dispose of the modification.

The Framework Supplier shall reserve the Customer's rights to the adjustment vis-à-vis the hired Subcontractor. The Framework Supplier shall include source code attributable to the adjustment upon Delivery thereof. If point a applies, the Framework Supplier shall also publish source code attributable to the adjustment generally available, on the Framework Supplier's public website and there indicate which Open Source and version of this the adjustment refers to. Adjustment in the form of source code and any documentation attributable to the source code stated in this paragraph shall be published no later than 30 calendar days after the Effective

Delivery Date and be available throughout the framework agreement period and thereafter for valid Contracts. The Framework Supplier shall no later than 30 calendar days after the Effective Delivery Date submit the source code stated in this paragraph to the software projects to which the adjustment refers to changes or additions. The adjustment shall be submitted according to the terms and practice of the interest group or company behind the relevant Open Source.

The Framework Supplier does not have the right to transfer or grant rights to adjustment to the Customer on terms that restrict, or go beyond, the rights provided in the applicable license terms (Standard Terms) for each Open Source. If the Framework Supplier violates this paragraph, the Customer has the right to reasonable indemnification.

The Framework Supplier may not use investigation material belonging to the Customer without the Customer's written consent. All such material shall be handed over to the Customer when it is no longer needed or at the latest at the end of the Contract period.

1.23 INFRINGEMENT

The Framework Supplier is responsible for being the holder of all rights, or having obtained necessary approvals from all concerned rights holders, required for the provision of the Contract object. Furthermore, the Framework Supplier shall make sure that no further license or royalty payment or the like being required for the Customer's use of the Contract object unless stated in the Contract. The Framework Supplier guarantees that the Customer's use of and/or disposal of all or part of the Contract object in accordance with the Contract does not infringe any third party intellectual property rights.

The Framework Supplier shall defend the Customer at its own expense if claims are made or action is taken against the Customer for infringement due to the use of the Contract object in Sweden, the EU, the EEA, and other countries agreed upon by the Customer and the Framework Supplier, however, that the Framework Supplier undertakes to conduct litigation or settlement negotiations in consultation with the Customer if the Customer so requests. The Customer shall inform the Framework Supplier within a reasonable time from the time the Customer became aware that a third party has made a claim against the Customer. The Framework Supplier's liability does not include the Customer's use of the Contract object when the Customer has acted in a way as stated in the section Liability for Defects in the Contract object, point a-c, however, without a Defect having to exist.

The Framework Supplier undertakes to conduct litigation or settlement negotiations in the most advantageous way for the Customer and according to the Customer's reasonable views on issues about how the litigation is conducted. This does not mean a right for the Customer to give instructions or decide on the content of a possible settlement.

The Framework Supplier further undertakes to compensate the Customer for the compensations and damages that the Customer through settlement or judgment may be obliged to pay out. The Framework Supplier's commitment only applies provided that the Framework Supplier within a reasonable time from the time the Customer became aware that a third party has made a claim

or brought an action has been notified in writing about the claim or the action.

If infringement is finally found to exist and the Framework Supplier according to what is stated in this section has participated in a trial and settlement or if it is likely according to the Framework Supplier's own assessment that such infringement exists, the Framework Supplier shall at its own expense either:

- a. assure the Customer the right to continue using the Contract object; or
- b. replace the part of the Contract object that constitutes infringement with an equivalent whose use does not constitute infringement and which the Customer approves; or
- c. change the Contract object so that infringement does not exist; or
- d. as a last option, take back the Contract object and credit the Customer for an amount corresponding to the value with a deduction for time for use and normal depreciation time.

If the Framework Supplier does not fulfill its obligation according to a-d above within a reasonable time, the Customer has the right to such a price reduction that corresponds to the Contract object's reduced value due to the infringement.

The Framework Supplier is not liable to the Customer for infringement claims that are based on the Contract object being used together with something else that is not included in the Contract object or that the Contract object has been changed or used in a way for which it was not designed and the Framework Supplier has given instructions on how the Contract object can be used.

The Customer is responsible for the Framework Supplier having the right to use the Customer's material in accordance with the section Ownership and usage rights to intellectual property rights and the Contract in general. The Customer shall indemnify the Framework Supplier for damage that the Framework Supplier may suffer as a result of the use of the Customer's material, provided that the Framework Supplier has used the Customer's material in accordance with the terms of the Contract. The Customer undertakes to defend the Framework Supplier at its own expense if claims are made or action is taken against the Framework Supplier for infringement due to the use. The third and fourth paragraphs of this section shall apply correspondingly in the event that action would be taken against the Framework Supplier.

1.24 FOLLOW-UP

The Customer has the right to check that the Framework Supplier complies with the requirements and conditions set out in the Contract and in the Framework Agreement. Additional right to follow-up may be stated in the signed Security Protection Agreement and Data Processor Agreement. During follow-up, the Customer shall have the right to use an independent external control organization. The choice of independent external control organization shall be made in consultation with the Framework Supplier if this is stated in the Contract. The consultation, however, does not mean a right for the Framework Supplier to

decide on the choice of external control organization.

The Customer's right to follow-up and controls according to this section shall also include the Subcontractor, unless the Framework Supplier can prove that such controls cannot reasonably be requested due to restrictions at the Subcontractor. The Customer and the Framework Supplier can in such a case agree that the Customer's own right shall be replaced with a right to access the results of performed third-party audits regarding the Subcontractor. In the event that such a third-party audit has not been carried out, and the Subcontractor does not also carry out such a third-party audit at the Customer's request, the Customer has the right to request that the Framework Supplier replace the Subcontractor.

During follow-up, each Party (and Subcontractor) is responsible for their own costs.

1.24.1 SPECIFICALLY ABOUT LICENSE AUDIT

If the Framework Supplier or its licensors wish to conduct a contractual audit in order to check the Customer's license holdings against the commitment under the Contract, this must be announced well in advance.

The scope of the audit is governed by what has been agreed in the Contract. The Customer and the Framework Supplier can agree that regulations on the scope of license audits in Standard Terms shall supplement these provisions regarding license audits provided that these Standard Terms do not conflict with this section.

The audit shall be carried out by an independent authorized audit firm unless the Contract states that the audit shall be carried out through a so-called self-check, where the Customer conducts a contractual check in its own management. Information regarding Software from other suppliers shall not be included, with the exception of such Third-Party Software that in applicable cases is included in the Contract object. The right to review the Customer's licensing does not apply to the extent that the review would conflict with Swedish security or confidentiality legislation. If applicable, a special Security Protection Agreement shall be signed before the review.

The one who called for the audit shall document the audit well in a report, from which the scope and result of the audit should clearly appear. The Customer has the right to review and comment on the report before it is finalized. The Customer always has the right to access the final report.

The Customer and the one who called for the audit are responsible for their own costs for the audit.

1.25 UPGRADE AND UPDATE

The Customer and the Framework Supplier can specifically agree that the Framework Supplier

shall provide an Upgrade during the Contract period. The provision of Upgrade shall be in accordance with the Standard Terms for Upgrade, in applicable cases with deviations therefrom according to the Customer's and the Framework Supplier's agreement, provided that the Standard Terms or agreement on deviation does not conflict with the General Terms.

1.26 LIABILITY FOR DEFECTS IN THE CONTRACT OBJECT

The sections below, will regulate whether Defects in the provision of a Contract object are covered by a warranty period, and which warranty period then applies. When a warranty period is to be applied according to the terms, the Framework Supplier's obligation to remedy Defects is limited to such Defects that the Customer reports to the Framework Supplier during the warranty period, unless the Customer and the Framework Supplier have also entered into a special agreement on the remedy of Defects thereafter including the provision of Update. When a warranty period is not to be applied, the Framework Supplier is obliged to remedy all Defects that are reported by the Customer during the Contract period.

The Customer and the Framework Supplier can enter into a Service Level Agreement (SLA) that extends and specifies the Framework Supplier's responsibility to remedy Defects, liquidated damages, provision of Customer Service, Update and/or Upgrade.

Remedy of Defects shall be done promptly, free of charge, and on a permanent basis, and where necessary or appropriate under the circumstances be done by providing an Update, or if the Customer in writing approves it, in the form of a temporary solution. The Customer and the Framework Supplier can specifically agree in the Contract that the Framework Supplier may implement a temporary solution without the Customer's prior written approval. Such permission can, for example, apply to a certain category of Defects or during a certain time period. However, the Customer always has the right to at any time limit or revoke such permission.

Standard Terms for Update shall apply for the provision of Update for the remedy of Defects, in applicable cases with deviations therefrom according to the Customer's and the Framework Supplier's agreement, provided that the Standard Terms or agreement on deviation does not conflict with this section.

The Framework Supplier's liability for Defects does not include:

- a. Defects caused by the Customer's use of the current proprietary software, Open Source, hardware, Public cloud service, Private cloud service, or result of Consulting Service together with other proprietary software, Open Source, hardware, Public cloud service, Private cloud service, equipment, or accessories that it does not appear in the Contract that it should be compatible with (for example, through the Customer's description of the IT environment, the Customer's other requirements, or material from the Framework Supplier).

The exemption from liability, however, does not apply if the Customer could reasonably have expected that the current proprietary software, Open Source, hardware, Public cloud service, Private cloud service, or result of Consulting Service would be compatible with such other proprietary software, Open Source, hardware, Public cloud service, Private cloud service, equipment, or accessories, even if it does not appear from the Contract;

- b. Defects caused by changes or interventions in the current proprietary software, Open Source, hardware, or result of Consulting Service made by the Customer that have not been made in accordance with the Framework Supplier's instructions or consent; or
- c. Defects caused by the Customer's use of proprietary software, Open Source, hardware, Public cloud service, Private cloud service, or result of Consulting Service in violation of what is stated in the user documentation or the Framework Supplier's instructions, or through negligence by the Customer or another for whom the Customer is to be considered responsible.

If the correction of Defects does not occur according to the requirements prescribed in the Contract, the Customer has the right to a reasonable price reduction or if liquidated damages has been agreed, such agreed liquidated damages. The right to liquidated damages or other compensation may also follow from the entered Service Level Agreement. In addition, the Customer has the right to damages within the framework of the agreed limitation of liability. Price reduction and liquidated damages that has been paid due to Defects shall be deducted from damages. The Customer's right to early termination in applicable cases is stated in the section Right to terminate the Contract.

1.26.1 SPECIFICALLY ABOUT DEFECTS IN CONSULTING SERVICE

The Framework Supplier's liability for Defects is stated in the section Liability for Defects in the Contract object, with the following special provisions.

Unless otherwise agreed in the Contract, the Framework Supplier is responsible for Defects according to the section Liability for Defects in the Contract object during a warranty period of at least twelve months, counted from the Effective Delivery Date for Consulting Service for which delivery control is applied, respectively from when Consulting Service is performed if no delivery control has been carried out.

1.26.2 SPECIFICALLY ABOUT DEFECTS REGARDING PRIVATE CLOUD SERVICE

The Framework Supplier's liability for Defects is stated in the section Liability for Defects in the Contract object, with the following special provisions:

- a. Defect in Private cloud service exists if the Private cloud service after the Effective Delivery Date during the Contract period deviates from the requirements set for the Private cloud service in the Contract.

- b. Correction shall, in addition to what follows from the General Terms, be made within the service level requirements stated in the Service Level Agreement.

The Framework Supplier's liability for Defects also includes in applicable cases proprietary software and/or Open Source and/or Public cloud service that together with the Private cloud service is included in the Contract object. In such a case, the Framework Supplier undertakes a total responsibility for the functionality of the Contract object including integration between all included parts. However, the Framework Supplier is specifically responsible for Defects in proprietary software, Open Source, or in Public cloud service according to what is stated in the section for proprietary software, the section for Open Source, respectively the section for Public cloud service.

The Framework Supplier shall, from and including the Agreed Delivery Date, provide the Private cloud service according to the requirements stated in the Contract, including the Service Level Agreement. The Private cloud service shall be available and have the agreed performance around the clock. Unless the Customer and the Framework Supplier have agreed otherwise in the Contract, a Service Level Agreement with 99.5 percent availability per month measured during the Working Day from 08.00 – 17.00 applies. Unless otherwise agreed in the Contract, it applies that service windows or other planned maintenance may not take place during the time when availability and agreed performance are measured.

If the Customer and the Framework Supplier in the Contract have not agreed otherwise, it applies that in the event of non-compliance according to the Service Level Agreement, the Framework Supplier shall pay liquidated damages of an amount corresponding to 5 percent of the Penalty Base Amount per started hour, which is in addition to the maximum agreed non-available time, when the Private cloud service has not been available, with maximum damages of 50 percent of the Penalty Base Amount. Furthermore, the Customer has the right to termination if the maximum damages has been reached.

If the Customer has suffered damage due to non-compliance, the Customer also has the right to damages, within the liability limitations stated in the Contract and with a deduction for paid liquidated damages. In the event that the maximum damages has been reached, the Customer has the right to terminate, at the Customer's choice, the Contract in its entirety or the part of the Contract that refers to the Service Level Agreement.

1.26.3 SPECIFICALLY ABOUT ERRORS REGARDING PUBLIC CLOUD SERVICE

The Framework Supplier's responsibility for Errors is stated in the section Responsibility for Errors in Contract Objects, with the following specific provisions:

- a. An Error in the Public Cloud Service exists if the Public Cloud Service deviates from the requirements set for the Public Cloud Service in the Contract after the Effective Delivery Date during the Contract Period, or deviates from the prevailing and according to the Contract permitted descriptions of the Public Cloud Service in the Standard Terms or in other specifications and product descriptions referred to in the section Framework Supplier's General

Commitment.

- b. If the Contract includes a Service Level Agreement, correction, in addition to what follows from the General Terms, shall be made within the service level requirements stated therein.

The Framework Supplier's responsibility for Errors also includes, where applicable, proprietary software and/or Open Source that is included in the Contract Object together with the Public Cloud Service. In such a case, the Framework Supplier undertakes the complete responsibility for the functionality of the Contract Object including integration between all included parts. However, the Framework Supplier is specifically responsible for Errors in proprietary software or in Open Source as stated in the section for proprietary software and the section for Open Source respectively.

Unless otherwise stated in the Call-off Request, regulations in the Standard Terms on limitation of liability for damages for Errors in the Public Cloud Service, including for loss or distortion of the Customer's information, shall apply with the following limitations:

- a. Terms about exclusive sanctions for Errors in the Public Cloud Service (such as that a liquidated damages constitutes an exclusive sanction for breach of the Service Level Agreement) are invalid;
- b. Limitations of liability for damages shall never apply in case of damage caused by gross negligence or intentionally;
- c. For the application of the first paragraph in Security, Customer's Information and Personal Data, it applies that the Framework Supplier's liability for damages according to the Standard Terms for claims from third parties regarding the Framework Supplier's processing of personal data shall not apply to the extent that the Standard Terms indicate a lower liability than follows from the Data Processor Agreement that the Customer has attached to the Call-off Request.

1.26.4 SPECIFICALLY ABOUT RESPONSIBILITY FOR ERRORS REGARDING SOFTWARE

The Framework Supplier's responsibility for Errors is stated in the section Responsibility for Errors in Contract Objects, with the following specific provisions.

The Framework Supplier is responsible for Errors in Open Source and proprietary software during a warranty period of twelve months from the Effective Delivery Date.

The Framework Supplier's responsibility for Errors also includes, where applicable, hardware and/or proprietary software and/or Open Source and/or Public Cloud Service that is included in the Contract Object together with Open Source or proprietary software. In such a case, the Framework Supplier undertakes the total responsibility for the functionality of the Contract Object including integration between all included parts. However, the Framework Supplier is specifically responsible for Errors in proprietary software, Open Source or in the Public Cloud

Service as stated in the section for proprietary software and the section for the Public Cloud Service respectively.

Remediation of Errors shall be carried out in the manner stated in the section Responsibility for Errors in Contract Objects. For hardware, remediation of Errors can also be carried out by providing a replacement product.

If the Customer without the Framework Supplier's consent makes changes to Open Source or proprietary software during the time that the Framework Supplier is responsible for Errors according to this section, the Framework Supplier is not responsible for Errors in such changed source code or errors due to such a change.

1.27 FORCE MAJEURE

If a Party is prevented from fulfilling its obligations under the Contract by circumstances beyond the Party's control that it could not reasonably be expected to have anticipated or taken into account at the time of entering into the Contract and whose consequences the Party could not reasonably have avoided or overcome, the breach of contract is excusable (so-called force majeure). Excusable breach of contract includes, but is not limited to, war, natural disasters, pandemic, epidemic, seizure, rebellion, riots, and fire.

The breach of contract is excusable for as long as is reasonable considering the consequences of the obstacle for the party's ability to fulfill its commitment under the Contract. If the performance of the Contract is substantially prevented for a longer period than 90 days due to such a circumstance, the other party has the right to terminate the Contract without liability for compensation.

In order for a Party to be entitled to claim excusable breach of contract, the Party, when it becomes aware or should have become aware of such a circumstance, must immediately notify the other party in writing about the obstacle and how it affects the ability to fulfill the commitment under the Contract.

If a Party has not notified the other party within a reasonable time after the Party became aware of or should have become aware of the obstacle, the Party is obliged to compensate for the damage that the other party could have avoided if the message had been given in time.

1.28 DAMAGES

A Party has the right to damages as a result of the other party's breach of contract. Any price deductions and liquidated damages shall be deducted from the damages.

The Customer's express or implied approval of the Contract Object or waiver of asserting a certain consequence does not exempt the Framework Supplier from liability for damages.

A Party's liability for damages is limited to direct damage, and thus does not include lost profit,

lost savings or other indirect damage. The Framework Supplier's liability for direct damage can also include loss or distortion of data, such as the Customer's information, as a result of breach of contract or negligence on the part of the Framework Supplier. Such liability shall exist if the Framework Supplier is responsible for backing up or storing data according to the Contract, or it is otherwise stated in the Contract that the Framework Supplier has such responsibility. Liability for damages for direct damage due to loss or distortion of data shall also be considered to include restore and reconstruction of data.

The Framework Supplier should be given the opportunity to first restore and reconstruct data from the latest backup. If the Framework Supplier does not have the competence to perform this work, or does not perform it within a reasonable time considering, among other things, technical conditions and the amount of data, the Customer has the right to perform the work itself or through a third party at the Framework Supplier's expense.

Unless otherwise stated in the Contract, a Party's total liability for damages during the entire Contract Period per contract year is limited to 25 percent of the average value per contract year during the entire Contract Period, of the total value of the Contract including options calculated at the signing of the Contract.

The limitations of liability do not apply to the Framework Supplier's liability for compensation as a result of claims from third parties regarding infringement of intellectual property rights. Furthermore, the limitations of liability do not apply in case of breach of contract according to the sections Confidentiality and Confidential Information, Security and Security Agreement and Processing of Personal Data. The limitations of liability also do not apply in case of intent or gross negligence.

1.29 TERMINATION

1.29.1 CUSTOMER'S RIGHT OF TERMINATION

In addition to what is stated in the Contract, the Customer has the right to terminate the whole or parts of the Contract if:

1. The Framework Supplier commits a breach of contract and does not within 30 calendar days after written request have taken corrective action. Breach of contract in this point does not mean Errors; or
2. The Framework Supplier at least twelve (12) times during a period of twelve (12) months shall pay liquidated damages,
3. The Framework Supplier has provided incorrect information in the Call-off Response or otherwise in connection with the Call-off and these data have been of significant importance in the assessment of the award of the Contract,
4. The Framework Supplier does not meet the requirements or conditions set in the Framework Agreement, Call-off Request or the award criteria that the Framework Supplier claimed they met at the tender evaluation and this deficiency has been of significant importance in the assessment of the award of the Contract,
5. It appears that the Framework Supplier has provided incorrect information in

- connection with the procurement that preceded the signing of the Framework Agreement without Customer having terminated the Framework Agreement,
6. Customer has terminated the Framework Agreement due to the Framework Supplier having committed a breach of contract according to the Framework Agreement,
 7. The Framework Supplier otherwise acts in such a way that, attributable to relevant parts of the performance of the Contract, it would be offensive to the Customer to fulfill the Contract from the public's point of view,
 8. The Framework Supplier is in any of the situations stated in Chapter 13, Sections 1-3 of the Act (2016:1145) on Public Procurement (LOU),
 9. The Framework Agreement or the Contract has been subject to a change that is not permitted according to Chapter 17, Sections 9-14 of LOU,
 10. The Customer's need for the Contract Object significantly changes due to organizational changes initiated by other than the Customer's management, or
 11. The Court of Justice of the European Union finds that Sweden has seriously neglected its obligations under the Treaty on the European Union, the EU Treaty or the LOU Directive according to Chapter 17, Section 17, point 3 of LOU.

The right to terminate the Contract may also follow from what is stated in the Data Processor Agreement or the Security Agreement.

The right of termination according to this section applies regardless of whether the deficiency has been corrected or not. Termination shall be made in writing. The Customer is not obliged to pay compensation in case of termination according to this section. The Customer decides whether the termination takes effect immediately or at a later date. If termination takes place at a later date, the time should be reasonable considering the Customer's need for winding-up and establishment measures. The Customer unilaterally decides whether the termination concerns the whole or parts of the Contract. The Customer decides whether the early termination should mean a revocation of the Customer's and the Framework Supplier's performances with deduction for the benefit the Customer has had from the Contract Object, or if the early termination should only have a forward-looking effect.

Unless otherwise stated in the Contract, the Customer has an unlimited right to decide that a Contract regarding Consultancy Service and License Service should be terminated in whole or in part. The notice period runs for 20 Working Days from the time the Customer has notified the Framework Supplier in writing about the termination.

The Customer's right of use to perpetual proprietary software applies until it is terminated in writing by the Customer with three months' notice. The Framework Supplier is obliged to compensate the direct damages that the Customer suffers as a result of termination according to points 1-9 in this section. The damages can be adjusted if contributory negligence on the part of the Customer has contributed to the damage. If the Customer is responsible for a change according to point 9, the Framework Supplier is not obliged to compensate the direct damages that the Customer suffers as a result of the change.

1.29.2 FRAMEWORK SUPPLIER'S RIGHT OF TERMINATION

The Framework Supplier has the right to terminate the Contract for early termination as stated in the Contract. The Framework Supplier also has the right to terminate the entire Contract if the Customer commits a significant breach of contract and the Customer has not taken corrective action within 30 calendar days after written request by the Framework Supplier. A significant breach of contract by the Customer shall be considered to include that the Customer at least three (3) times during a period of twelve (12) months to a significant extent fails in its commitments according to the Contract, regardless of whether the deficiency has been corrected or not. Termination shall be made in writing.

1.29.3 EARLY TERMINATION OF THE CONTRACT FOR OTHER REASONS

The Contract terminates with immediate effect if the Contract has been declared invalid according to a legally binding judgment. The Framework Supplier is not entitled to damages as a result of such termination unless otherwise provided by mandatory law. The Parties may also agree that the Contract shall terminate early.

1.30 AMENDMENT OF CONTRACT

1.30.1 AMENDMENTS AND ADDITIONS

Amendment to or addition to the Contract can only be made after written agreement between authorized representatives of both Parties.

If the Customer requests an amendment to the Contract, the Framework Supplier shall without delay inform the Customer of any impact the Customer's amendment request has on the agreed price, schedule and other relevant circumstances, after which the Customer shall inform the Framework Supplier whether adjustment of the terms in the Contract in relevant respect is accepted. The agreed amendment shall be documented in writing, be signed by the Customer and the Framework Supplier and be attached to the Contract.

The Framework Supplier's application for amendments to the Contract shall be sent to the Customer in good time before the planned date of the amendment. In the case of the Framework Supplier's application for an amendment, the Customer may request documents to assess whether the amendment can be accepted or not. The Customer is not obliged to accept an amendment. Amendments and additions to the Contract that are not permitted according to LOU are invalid, but they do not affect the validity of the Contract in other respects.

Amendment of the Contract Object and other parts of the Contract can in some cases be made according to what is stated in the Data Processor Agreement or the Security Agreement.

1.30.2 CHANGES OF SUBCONTRACTOR

Change, i.e. addition, exchange or removal, of Subcontractor can only be made after written approval by the Customer. To the application to change Subcontractor shall be attached information and documents showing that the Subcontractor meets relevant requirements and conditions. The application to change or add Subcontractor shall be made to the Customer in good time before the planned date of change or addition.

The Framework Supplier is responsible for all costs due to new and/or changed Security Agreement and/or Data Processor Agreement as a result of change of Subcontractor.

1.30.3 CHANGE OF PRICE

Regarding change in law during the Contract Period that requires change of Contract Object, the following principle shall apply.

The Framework Supplier shall be entitled to a changed price, in case of change of Contract Object due to change in law that specifically and specifically affects the Customer. However, the Framework Supplier shall not be entitled to a changed price, in case of change of Contract Object due to change in law that affects the Framework Supplier as a company or supplier of the type of proprietary software, Open Source, Consultancy Service, Public Cloud Service and/or Private Cloud Service that the Contract Object refers to.

The Framework Supplier shall in writing inform the Customer if the Framework Supplier considers that certain work constitutes a change of the Contract. If the Parties have not agreed on a change and the Framework Supplier still performs the work, no payment shall be made for the work. The Framework Supplier is not entitled to compensation for work that is not included in the Contract. Compensation for cost, which is not included in the Contract, is only paid if the verified cost is natural and necessary for the implementation and provided that the Customer in advance in writing has approved the cost.

Unless otherwise stated in the Contract, a change of price due to requested change or at the Framework Supplier's right to a changed price, shall be proportional to the changed cost for the Framework Supplier.

1.30.4 CUSTOMER'S RIGHT TO TRANSFER OF CONTRACT

The Customer has the right to transfer the Contract in whole or in part to another organization that fully or partially enters or takes over the Customer's area of operation or public assignment. The Customer's notice of transfer of Contract shall be sent to the Framework Supplier no later than three (3) months before the planned date of the transfer.

1.30.5 FRAMEWORK SUPPLIER'S RIGHT TO TRANSFER OF CONTRACT

In case of change of Framework Supplier, it is required that the existing Framework Supplier receives a written approval from the Customer before the change takes place. By change is meant all changes of legal or physical person through for example transfer, merger, corporate restructurings, acquisitions, acquisitions or insolvency.

The Framework Supplier does not have the right without the Customer's written approval in advance, in whole or in part, to transfer rights (for example claims) or obligations according to the Contract to another legal or physical person. The Customer may request documents to assess whether the change should be accepted or not. The Customer is not obliged to accept a change of Framework Supplier.

1.31 NON-WAIVER

A Party's failure to apply any condition in the Contract strictly according to the wording shall not be considered to include any waiver of any right under the Contract and the failure shall also not cause the party to lose the right to later invoke a strict application according to the wording of the current condition or other condition in the Contract.

1.32 COMMITMENT AT TERMINATION OF CONTRACT

At the termination of the whole or parts of the Contract, regardless of the cause, the Framework Supplier shall assist in connection with the winding-up of the Contract Object and when changing to another supplier. This includes for example answering inquiries, technical assistance and handing over of operation documentation. The Framework Supplier's commitments according to this section apply for a period of up to six months from the termination of the Contract regardless of the cause.

The Framework Supplier shall ensure that activities in connection with the winding-up are carried out within reasonable time frames specified by the Customer and in a professional manner, and that a detailed plan is prepared for the winding-up if the Customer requests it.

During the winding-up, the Framework Supplier shall, at the Customer's request, cooperate with the new supplier to the Customer. The winding-up shall take place in a way that facilitates the handing over of ongoing or completed Delivery of the Contract Object to the Customer or a third party without unreasonable cost or disruption for the Customer.

During the handover phase, the Framework Supplier shall contribute with its competence about the Contract Object and Delivery to the Customer and/or third party. During the handover phase, the Framework Supplier shall ensure that key persons are available for participation in the handover to the extent requested, however with reasonable notice considering the circumstances. By key persons is meant persons who are important for the handover because the person has special competence or has had a special role. Key persons shall be available

during the entire time stated in the first paragraph.

The Framework Supplier shall be responsible for, and be able to prove that, all information and documentation belonging to the Customer has been handed over and subsequently destroyed at the Framework Supplier.

The Contract may contain special commitments for the Customer and/or the Framework Supplier in connection with the termination of the Contract.

Winding-up services that are included in the Framework Supplier's ordinary provision of the Contract Object, e.g. provision of documentation that shall be provided under the Contract, shall be provided without extra cost. Winding-up services beyond that shall be provided at the hourly rates stated in the Contract for such a Consultant who performs the winding-up services.

The Framework Supplier shall, at the Customer's request in connection with the termination of the Contract regarding Public Cloud Service and Private Cloud Service, give the Customer access to the Customer's information in the way stated in the Contract. If nothing is stated in the Contract, access shall be as stated in the section Framework Supplier's Commitment. If it has been agreed in the Contract, the Framework Supplier shall instead of transferring the Customer's information to the Customer, instead transfer the Customer's information to another supplier to the Customer according to the Customer's instruction. Only when the Customer's information has been transferred to the Customer or another supplier to the Customer, shall the Framework Supplier ensure that the Customer's information is deleted. Deletion shall take place as soon as it is practically possible and be compatible with any statutory requirements and provisions in the signed Data Processor Agreement regarding deletion.

1.33 APPLICABLE LAW AND DISPUTE RESOLUTION

Rights and obligations according to the Contract are governed by Swedish law without regard to conflict of law principles.

Disputes arising from the Contract shall primarily be resolved through negotiations between the Customer's and the Framework Supplier's contact persons. Disputes regarding interpretation or application of the Contract and related legal relationships, which cannot be resolved by the Parties jointly, shall be settled by a Swedish general court where the Customer has its seat.