

Appendix 5.2: Order form

This **Call-Off Contract** has been entered into between:

KPMG AS with registration number 935174627 (the **“Supplier”**)

and

[enter Customer name] registration number [enter Supplier registration number] (the **“Customer”**)

Authorised Representatives

For Customer	For the Supplier
Name:	Frank Horntvedt
Position:	Lead Partner
Telephone:	+47 920 16 394
Email:	Frank.horntvedt@kpmg.no

The parties each represent that the signatories below are authorised to enter into this Call-Off Contract on behalf of themselves or the party on whose behalf of they execute this agreement.

Signatures

Date and place: _____

Date and place: _____

For Customer

For Supplier

[Name]

[Name]

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1. GENERAL PROVISIONS

1.1 General

- 1.1.1 This Call-Off Contract is entered under the Framework Agreement between the Supplier and DFØ.
- 1.1.2 This Order Form is mandatory for the procurement of Services under the Framework Agreement. When completed and signed by both Parties, it constitutes a binding Call-Off Contract for Services, as set out in the Framework Agreement's Appendix 1 (Services) and this Order Form, between Customer and Supplier.
- 1.1.3 The Services shall be delivered on the Terms and Conditions as set out in the Framework Agreement with its appendices.
- 1.1.4 This Call-Off Contract cannot be used to alter mandatory terms in the Framework Agreement. Attempts to negotiate such terms is deemed a breach of the Framework Agreement.
- 1.1.5 Capitalised terms in this Order Form shall have the meanings set out in the Framework Agreement.

1.2 Contract details

MPS service ID number	23/1107
Customer information	[Enter Customer's name] [Enter Customer business ID] [Enter Customer's phone] [Enter Customer's address]
Supplier information	Company name: KPMG AS Business ID: 935174627 Phone: 45 40 40 83 Company address: Postal address: Postboks 7000, 0306 Oslo Visiting address: Sørkedalsveien 6, 0369 Oslo
Contract title	Cyber Risk Score service

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1.3 Call-Off Contract

- 1.3.1 The Call-Off Contract and the corresponding Services shall be based on this Order Form and incorporates the Framework Agreement with its appendices, especially Appendix 2 (Charges) with Attachment 2.1 (Price Matrix) and Appendix 4 (Terms & Conditions).
- 1.3.2 By entering this Call-Off Contract and using the Services, the Customer accepts that the Customers Cyber Risk Score is available to national and sector security entities facilitating national oversight and control of information security challenges.

2. TERM OF THE CALL-OFF CONTRACT

Start date	<p>The Supplier shall start providing the Cyber Risk Score licensing services under this Call-Off Contract on [enter date]</p> <p>For any "Additional Services" ordered, the Supplier shall, as part of the signed Call-Off Contract signed by the Supplier, stipulate the start date of any "Additional Services" ordered.</p>
Term	<p>The duration of the Call-Off Contract is for 15 months (3 months free trial + 12 months license) from the Start date. As long as the Framework Agreement is not terminated or expired at the time of renewal, the Call-Off Contract may be prolonged for another 12 months. The total duration may never exceed 48 months excluding the free trial period.</p>
Termination trial period	<p>The Trial period commences on the Start date entered in this Call-Off contract. After 90 days (three months) the 12 months licensing period starts automatically unless the Customer terminate the Trial period no later than 60 days after the Start date.</p> <p>Upon reception of termination notice, access to the Services will be discontinued after 30 days.</p>

3. THE SERVICES

Services	<p>The services included in this Call-Off Contract are the following services: Please click the applicable check box reflecting the service(s) ordered:</p> <p><input type="checkbox"/> Enterprise license RiskRecon Service</p> <p><input type="checkbox"/> Third Party Risk Monitoring license¹, [please enter number of licenses]</p>
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¹ Third Party Risk Monitoring licenses are delivered in packages of ten (10) or fifty (50) licenses, each license enables the monitoring of one (1) supplier.

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	<input type="checkbox"/> Strategic overview yearly license <input type="checkbox"/> Additional Services, [Please check applicable boxes under “Additional Services” tag]
Customer account information	<p>Top home domain: [please enter URL]</p> <p>For Customers whose home domain is a sub-domain of another organization, and where any call to the organization’s domain is redirected to another domain, the Supplier may need information about the Customers IP-range in order to set up the Services providing the correct view. In such cases, the Supplier will make direct contact with the Customer via separate channels.</p>
Service level agreement	<p>The Suppliers standard service levels for the service product shall apply, and applicable Service level agreements are included in <u>Appendix 4.5 of the Framework Agreement</u></p>
Additional “services”	<p>Training Courses: (Please tick applicable box)</p> <p>Delivery: <input type="checkbox"/> Group training <input type="checkbox"/> Company-specific</p> <p><input type="checkbox"/> Introduction to RiskRecon. Attendees [please enter number]</p> <p><input type="checkbox"/> Enhance your Security with RiskRecon. Attendees [please enter number]</p> <p><input type="checkbox"/> Understand Your Cyber Risk. Attendees [please enter number]</p> <p><input type="checkbox"/> Advanced Features for Advanced Users. Attendees [please enter number]</p> <p><input type="checkbox"/> Understand and Act on Third-Party Risk with RiskRecon. Attendees [please enter number]</p> <p><input type="checkbox"/> System Integration. Attendees [please enter number]</p> <p>RiskRecon Subject Matter Expert Services:</p> <p><input type="checkbox"/> Cyber Security Roadmap</p> <p><input type="checkbox"/> Platform Optimalization</p> <p><input type="checkbox"/> Third Party Security (3PS)</p>

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	<input type="checkbox"/> Business Integration <input type="checkbox"/> System Integration <input type="checkbox"/> Strategic Overview Establishment
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4. CHARGES AND PAYMENT

Charges	All prices and conditions for the consideration to be paid by the Customer for the Supplier's Services are specified in <u>Appendix 2</u> (Charges) and <u>Attachment 2.1</u> (Price Matrix) of the Framework Agreement.
Invoice details	<p>The Supplier shall issue electronic invoices once a year for licenses, and otherwise after the delivery of the additional Services</p> <p>The Customer shall pay the Supplier within [30] calendar days of receipt of a valid invoice.</p> <p>The Supplier shall bear any costs associated with electronic invoicing.</p>
Invoice details	<p>All invoices must include:</p> <p>Customer's ordering representative: [enter required information].</p> <p>Customer's order number: [enter required information].</p>
Billing address	Invoices shall be sent to [enter name and contact information].

5. GOVERNANCE

Meetings	<p>The parties will meet:</p> <p><input type="checkbox"/> Once per year <input checked="" type="checkbox"/> Twice per year</p> <p><input type="checkbox"/> Per request from each party</p>
Customer sector	[please fill in which sector ² the Customer is belonging to and any national or sector CERT the Customer is part of]

² Reflecting if Customer is part of the Health sector, Justis sector or any other national sector

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Customers administrator	[Please fill in the email-address of the Customer's administrator of the Cyber Risk Score Service. This person will be assigned the administrator account]
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6. PROCESSING OF PERSONAL DATA

Processing of Personal Data	The Supplier and Customer acknowledges and agrees that, in respect of any personal data processed under this Call-Off Contract, each party acts as an independent data controller. Each party shall be individually and separately responsible for complying with the obligations that apply to it as a controller under the Norwegian Data Protection Act, including the General Data protection Regulation (GDPR) (EU) 2016/679.
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