

## Appendix 7: Definitions

<b>Term</b>	<b>Definition</b>
<b>Affiliate</b>	means (i) entities, as of any time, controlled by a Party directly or indirectly, or (ii) entities that have direct or indirect control of the Party (whereby "control" means the possession, directly or indirectly, of the power to influence the direction of the management or policies of a person, whether through ownership of or control over more than 50% of the voting rights of such entity, or by contractual or other rights to designate more than 50% of the members of the board or directors of such entity).
<b>Authorised Representatives</b>	means a person authorized to represent the Party in the execution of the Framework Agreement. The Authorized Representatives at the effective Date are described in the Preamble to the Framework Agreement.
<b>Call-Off Contract</b>	means a binding agreement for provision of Services between a Customer and the Supplier entered into in accordance with the call-off procedures stipulated in Appendix 5.1 ( <i>Call-Off Contract Procedure</i> ), and by using Appendix 5.2 ( <i>Order Form</i> ).
<b>Change of Control</b>	means the (i) consolidation or merger of or transfer of control over the Supplier, with or into any entity (other than the consolidation of the Supplier with an Affiliate of the Supplier in which the Supplier is the surviving entity), (ii) acquisition by any entity, or group of entities acting in concert, of beneficial ownership of outstanding voting securities or other ownership interests of the Supplier as would result in the entity becoming an Affiliate of such other entity or entities, or (iii) any sale, transfer or other disposition of all or substantially all of the assets of the Supplier.
<b>Change Procedure</b>	means the procedure for amending the Framework Agreement.
<b>Change Request</b>	means a proposed change to the Framework Agreement/Call-Off Contract.
<b>Charges</b>	means any fees, charges, and expenses offered for the Service under the Framework Agreement, or, in regard to a Call-Off Contract, the fees, charges, and expenses payable for the Services under the specific Call-Off Contract.
<b>Confidential Information</b>	<p>means the following information and documentation: (i) all Customer Data, (ii) the Framework Agreement and any Call-Off Contract, (iii) all information and data of whatever nature whether disclosed orally, in writing or by any other means which relates to a Party, trade secrets, know-how, research, developments, technical and business information relating to products, methods and processes, suppliers, existing or potential customers and personnel whether or not designated as confidential information but which by its nature is confidential (iv) notes, reviews, analysis, reports and any other information derived from any of the information described in (iii) above, (v) all data that relates to DFØ or a Customer, or (vi) information designated as confidential or commercially sensitive or which might reasonably be considered as such.</p> <p>Confidential Information shall not include any information however designated that alternatively: (a) is, or subsequently becomes publicly available without receiving Party's breach of any obligation owed the disclosing Party, (b) became known to receiving Party prior to disclosing Party's disclosure of such information to receiving Party pursuant to the terms of this Agreement, (c) became known to receiving Party from a source other than disclosing Party other than by the breach of an obligation of confidentiality owed to disclosing Party and where the receiving Party was</p>

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	aware of the breach by the source, or (d) is independently developed by the receiving Party without the use of confidential information pursuant to the terms of this Agreement.
<b>Customer(s)</b>	means the entities identified as Customers in <u>Appendix 6 (Customers)</u> and, in regard to a Call-Off Contract, the legal entity identified as the Customer in such Call-Off Contract.
<b>Customer Data</b>	means all data related to the Customer, supplied by the Customer or generated by the Supplier as a part of or while performing the Services, including such data in anonymized and/or aggregated form.
<b>DFØ</b>	means The Norwegian Agency for Public and Financial Management
<b>Effective Date</b>	means the start date for the Framework Agreement as specified in the Preamble to the Framework Agreement.
<b>Force Majeure</b>	means an external, sudden and extraordinary incident of a certain magnitude, that is of such a nature that it prevents the Parties fulfilling their contractual obligations and cannot be overcome by the party in question. Examples of such incidents are war, earthquakes, floods, riots, general strikes etc. For the avoidance of doubt; force majeure does not include pandemics (such as Covid-19) and related governmental lockdowns. Also, a Force Majeure event (as defined above) does not arise where it is possible to provide the Services from any backup or secondary data source(s).
<b>Framework Agreement</b>	means this Framework Agreement, including all documents attached to the Framework Agreement, between DFØ and the Supplier for procurement of Services as further defined in the Preamble of the Framework Agreement.
<b>GDPR</b>	means the Regulation (EU) 2016/679.
<b>Impact Assessment</b>	Means an assessment of the impact of a Change Request by a Party including: <ul style="list-style-type: none"> <li>a) details of the impact of the proposed Change Request on the Services and the Supplier's ability to meet its other obligations under the Framework Agreement;</li> <li>b) details of the cost of implementing the proposed Change Request;</li> <li>c) details of the ongoing costs required by the proposed Change Request when implemented, including any increase or decrease in the Charges as applicable, any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;</li> <li>d) a timetable for the implementation, together with any proposals for the testing of the Change Request; and</li> <li>e) such other information as MPS may reasonably request in (or in response to) the Change Request.</li> </ul>
<b>Intellectual Property Rights</b>	means any rights, title and interest in patents, trademarks, service marks, trade and business names, rights in design, utility models, works of authorship and copyright, database rights, know-how (including trade secrets and Confidential Information), and any other similar right whether presently existing, applied for or in relation to which there is a right to apply for registration and any analogous rights to any of the preceding rights under any other jurisdiction.

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<b>IPR Claim</b>	means any claim arising from or in connection with any claim that the Customer's use or exploitation of the Services infringes the Intellectual Property Rights of any third party.
<b>Law(s)</b>	means any domestic or foreign laws (including Trade Restrictions), and requirements based on such laws, as amended from time to time, given by a government body or a regulator, including (i) any statute, statutory instrument and any other legislative instrument, and (ii) guidelines and instructions issues by security authorities.
<b>Management Information Report</b>	means the reports provided as set out in <a href="#">Attachment 3.1</a> ( <i>Template for Management Information Report</i> )
<b>MPS</b>	means the Norwegian public sector cloud marketplace as defined in the Framework Agreement clause 1.1.1.
<b>NIST</b>	means the U.S. National Institute of Standards and Technology.
<b>Norwegian Freedom of Information Act</b>	means the Act of 19 May 2006 relating to the right of access to documents in the Norwegian public administration.
<b>Norwegian Late Payments Interest Act</b>	Means the Act No. 100 of 17 December 1976 relating to interest on overdue payments.
<b>Norwegian Office of the Auditor General Act</b>	means the Act No. 21 of 7 May 2004 relating to the office of the auditor general.
<b>Norwegian Personal Data Act</b>	means the Act No. 38 of 15 June 2018 relating to the processing of Personal Data.
<b>Norwegian Public Administration Act</b>	means the Act of 10 February 1967 relating to procedure in cases concerning the Norwegian public administration.
<b>Norwegian Security Act</b>	means the Act No. 24 of 1 June 2018 relating to Norwegian national security.
<b>Order Form</b>	means the form to be used for Call-Off Contracts as provided in <a href="#">Appendix 5.2</a> ( <i>Order Form</i> ).
<b>Parties</b>	means DFØ and the Supplier or, in regard to a Call-Off Contract, the Customer and the Supplier.
<b>Party</b>	means either DFØ or the Supplier or, in regard to a Call-Off Contract, the Customer or Supplier.
<b>Professional Services</b>	[means services delivered under the direction and control of the Customer]
<b>Services</b>	means the goods and services offered under the Framework Agreement, hereunder as described in the Framework Agreement, or <a href="#">Appendix 1</a> ( <i>Services</i> ) or, in regard to an individual Call-Off Contract, the goods and services to be delivered under such Call-Off Contract, hereunder as described in <a href="#">Attachment 2</a> (Customer's requirement Specification) and <a href="#">Attachment 3</a> (Supplier's Solution Description), to the Call-Off Contract.
<b>Service Category</b>	means the type of service offered under the Framework Agreement as specified in the Framework Agreement's Preamble..
<b>Signing Date</b>	means the date of the last signature as specified in the Preamble to the Framework Agreement.
<b>Subcontractor(s)</b>	means the subcontractors of the Supplier used for providing the Services.
<b>Supplier</b>	means the legal entity identified as the Supplier in the Preamble of Framework Agreement and, in regard to a Call-Off Contract, the same legal entity that is then a Supplier in such Call-Off Contract.

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<b>Supplier Standard Terms &amp; Conditions</b>	means standard terms applicable for Supplier and respective Service as of the Signing Date as attached in <a href="#">Appendix 4.5</a> ( <i>Supplier Standard Terms &amp; Conditions</i> ). [Supplier Standard Terms may include hyperlinks only if such hyperlinks lead directly to the relevant document(s) setting out the relevant terms and conditions applicable to the relevant Service].
<b>Term of this Framework Agreement</b>	means the period of this Framework Agreement as set out in this Framework Agreement's Preamble.
<b>Terms &amp; Conditions</b>	means Terms & Conditions that apply to all Call-Off Contracts as further described in <a href="#">Appendix 4</a> ( <i>Terms &amp; Conditions</i> ).
<b>Third Party Service Offering</b>	shall have the meaning ascribed in clause 4.2 of the Framework Agreement.
<b>Trade Restrictions</b>	means restrictions on trade and dealings with certain countries, persons or entities, including but not limited to restrictions on exports, imports, sales, and supplies of products, transshipments, and financial transactions imposed pursuant to export controls, trade sanctions and other trade and investment regulations of Norway or any other governmental authority outside Norway in force from time to time.
<b>Written Communication</b>	means all written communication, including communication sent digitally, e.g. email, electronic mail box, etc.