SUPPLEMENTARY DEFINITIONS

Definition	
means the procedure for amending the Framework Agreement.	
means a proposed change to the Framework Agreement or Call-Off Contract.	
means a change requested by MPS or the Customer where the Parties disagree whether the proposed change are within or outside the scope of the Framework Agreement.	
means a meeting where a representative from the Supplier on executive level participate.	
means an assessment of the risk and consequences of a Change Request and provide a price estimate of the proposed change.	
means a meeting between the Parties to discuss performance under this Framework Agreement.	
Means indicators to monitor the Supplier's performance under this Framework Agreement	

1 GENERAL

- 1.1 This <u>Appendix 3</u> sets out the governance and reporting mechanisms for collaboration between the Supplier and DFØ under the Framework Agreement. These procedures apply in addition to the governance and reporting obligations described in clause 5 of the Framework Agreement (main document).
- 1.2 Governance and reporting obligations to Customers under the Call-Off Contracts are governed by each individual Call-Off Contract.

2 ROLES AND RESPONSIBILITIES

2.1 Contact person

2.1.1 The contact person for all communication regarding the Framework Agreement:

	For MPS	For the Supplier
Name	Kristina Nikolajeva	Svein Løseth
Position	adviser	Director
Email	Kristina.Nikolajeva@dfo.no	Svein.loseth@kpmg.no
Telephone	+47 901 41 637	+47 917 70 963

2.2 Roles and Responsibilities

2.2.1 The roles and their areas of responsibility under the Framework Agreement including Call-Off Contracts are defined as follows:

DFØ peer role	Responsibility	Supplier peer role	Responsibility
MPS' Category Manager	Contact person for reporting and daily activities. Not authorised to make changes to the contract. Responsible for the agreement	RiskRecon Service Project Manager	Establishment and daily operation of KPMG Service delivery
MPS' Security Officer	Information security management including risks, incidents and vulnerabilities	Security Officer	Risk and Incident Manager
MPS' Authorised Representative	Authorised representative. Authority to amend, change the Framework Agreement.	Lead Account Partner	Second level escalation point, Authorised representative, Authority to amend, change the Framework Agreement
MPS' Program director	Responsible for the performance of MPS. Escalation points, settling disputes.	Client Success Manager	First level escalation point. Governance and reporting. Responsible for service performance
Owner of MPS	Escalation point. Settling disputes	Head of Cyber Security department	Manager Cyber security Department

3 SUPPLIER MEETINGS

3.1 Frequency

3.1.1 DFØ and the Supplier shall meet at least once every three months to discuss the performance under the Framework Agreement ("Supplier Meeting"). A representative on executive level from the Supplier shall participate on at least one of the meetings ("Executive Meeting") per year, or as per request by MPS.

3.2 Participants

3.2.1 The Supplier undertakes to participate in the Supplier Meetings with the following roles:

Engagement Manager

Client Success Manager

RiskRecon Service Project Manager

Marketing Lead (depending on Agenda)

3.2.2 DFØ undertakes to participate in the Supplier Meetings with the following roles:

MPS Category Manager

Other relevant resources

3.3 Agenda

3.3.1 In the Supplier meetings, DFØ and the Supplier shall discuss, but not be limited to, the following topics:

Main topic	Elements within topic
Parties' overall performance	Utilisation, including implementation, of the services Customer success - status Areas of improvement Commercial development Legal developments Data protection developments Performance indicators, performance and content Management Information report Financial reports
Company update and strategic risk	Company update and strategic risk, including ownership, IPOs, and change of control scenarios Roadmap
Information security risks	 Information security risks and vulnerabilities General global security situation Special security situation for Norway with emphasis on the public sector Evolving the security reference architecture to accommodate changes in the cybersecurity threats and risk landscape, including amendments to the contract Information security incidents and reporting mechanisms
Social and environmental	Status and forecast 1. Social requirements 2. Environmental requirements

3.4 Market development

3.4.1 Without regard to this Framework Agreement being a fixed price contract, the Supplier shall keep DFØ informed of any developments, events and/or issues that will have an impact on the costs of the Services to be provided under the Framework Agreement. Such information will form part of Supplier Meetings. More urgent developments shall be notified to DFØ without undue delay.

4 REPORTING

- 4.1 The Supplier shall provide DFØ with Management Information Reports on the template set out in the Framework Agreement's Attachment 3.1 (Template for Management Information Report) once every three months. The Management Information Report shall be completed and returned electronically to DFØ within the 10th of the first month in each quarter.
- 4.2 DFØ may at any time change the content of the Template for Management Information Report by written notice.
- The reporting shall be delivered on a format that makes the data easy for DFØ to use in the administration of the Framework Agreement, and for its own reporting purposes. This may entail the need to receive Management Information Reports on different formats. DFØ may change the format of the Management Information Report and the reporting method throughout the Term of the Framework Agreement. The current reporting format is csv/Excel.

5 PERFORMANCE INDICATORS

The Supplier shall comply with the performance indicators listed in the table below ("Performance Indicators") and establish processes to monitor its performance against them:

Performance Indicator	PI Target (%)	Measured by
Customer satisfaction	90	Yearly questionnaire by the Supplier to the Customers
Management Information Report returns: All reports shall be returned to DFØ by the 10 th of each Month	100	
Actions identified in an Audit Report to be delivered by the dates set out in the Audit Report	95	Dates identified in the audit report
Supplier to report metrics for social value and environmental initiatives	100	(Metrics to be advised by Supplier)
Provide an annual report on call-off contract variations or extensions once every six months	100	Supplier notification of annual update

- 5.2 DFØ may adjust, introduce new and remove Performance Indicators throughout the Term of the Framework Agreement. Significant changes shall be agreed in accordance with the change procedure set out in the Framework Agreement's clause 10.
- 5.3 The Supplier shall develop and suggest additional Performance Indicators to ensure that the Framework Agreement supports the purpose of the Framework Agreement and MPS as a whole.

6 CHANGE PROCEDURE

6.1 Change Request

6.1.1 The Parties may, acting reasonably, request a change to this Framework Agreement by sending a written request to the other Party ("Change Request"). The written request shall include sufficient details to assess the extent of the proposed change and any additional cost that may be incurred, and a reasonable time frame for response.

6.2 Impact Assessment

- 6.2.1 Unless otherwise specified in the Change Request, the Supplier shall within 10 business days after the receipt of the Change Request, or together with their own Change Request, conduct an assessment of the risk and consequences of the change and provide a price estimate ("Impact Assessment"). The assessment shall include at least the following:
 - 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;
 - b) details of the cost of implementing the proposed Change Request;
 - 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;
 - d) a timetable for the implementation, together with any proposals for the testing of the Change Request; and

- e) such other information as MPS may reasonably request in (or in response to) the Change Request.
- 6.2.2 Adjustments of charges shall be calculated based on the hourly rates or other unit prices set out in Appendix 2 (Charges), provided that the work occasioned by the change in essence is comparable to the work for which the hourly rates or unit prices have been specified.
- 6.2.3 If not possible to calculate the change based on hourly rates or unit prices in <u>Appendix 2</u> (*Charges*), the Party shall in its impact assessment present a quote in respect of the addition or deduction for the changes. The offer shall reflect the general price level in this Framework Agreement.
- 6.2.4 The Party shall in its impact assessment document all costs related to the change, including any adjustments in charges for the Services, the other Party's use of the Services and other services that are affected by the change and an estimate for the Party's hour consumption.

6.3 Disputed Impact Assessments

- 6.3.1 If the Parties disagree on the consequences and costs associated with the Change Request, the other Party has the right to receive a detailed account of the basis for the Impact Assessment.
- 6.3.2 If MPS has sent the Change Request, they may order the Change Request to be implemented despite disagreements related to the consequences of the change. If so, MPS shall pay a provisional fee that corresponds to the part of the charges that the Parties agree to. MPS shall pledge security for the portions of the charges that the Parties disagree upon.
- 6.3.3 The paid fees shall be deemed final unless the consequences of the Change Request has been clarified within 3 (three) months after MPS received the Impact Assessment, either through agreement or through the dispute resolutions mechanisms set out in clause 21 of the Framework Agreement or clause below.

6.4 Acceptance of Change

- 6.4.1 If the description of change, price and other consequences stated in the Impact Assessment pursuant to clause 6.2 is accepted by the other Party, they shall inform the other Party and issue an amendment agreement.
- 6.4.2 A non-response from MPS to the Supplier's Change Request within the set time frame is not an acceptance of the proposed change. A non-response from the Supplier to MPS' Change Request within the set time frame is an acceptance of the proposed change.

6.5 Costs and other consequences in connection with the change

- 6.5.1 The Parties shall have the right to request adjustment of fees, and of other matters caused by the Change Request.
- 6.5.2 Documented costs in connection with the preparation of the other Party's impact assessment pursuant to clause 6.2 shall be covered by the Party who issued the Change Request in accordance with applicable hourly rates as set out in <u>Appendix 2</u> (*Charges*).

6.6 Disputed change

6.6.1 If MPS requests in the form of written orders, or otherwise by an Authorised Representative the performance of specific work that the Supplier believes to fall outside the scope of its

- Services under this Framework Agreement, the Supplier shall, in writing, request MPS to issue a Change Request.
- Together with the request for a Change Request, the Supplier shall provide the Customer with an Impact Assessment pursuant to clause 6.2. The costs associated with the preparation of the assessment shall be paid by the Customer pursuant to clause 6.4 if the Supplier is correct in deeming it as a change.
- 6.6.3 If the Supplier fails to make such request for a Change Request within a reasonable time, and no later than 3 (three) months after the commencement of the work, the work shall be deemed to be included in the Supplier's Services under this Framework Agreement, and the Supplier waives its right to invoke such work as basis for extension of deadlines, additional charges or damages up to the date the request for a Change Request was submitted.
- 6.6.4 If the Supplier has requested MPS to send a Change Request pursuant to clause 6.6.1, MPS shall within reasonable time issue a Change Request or a waiver of the request.
- 6.6.5 If MPS disagrees that a Change Request is required, it shall be explicitly stated that the change request is disputed ("Disputed Change Request"). The Change Request shall include an explanation as to why MPS deems the Change Request to be disputed.
- 6.6.6 Even if the change request is disputed, the Supplier is obliged to execute what has been requested, in return for the Customer's payment of a provisional fee corresponding to half of the amount that the Supplier has documented in its Impact Assessment. If a final decision entails that a Change Request cannot be required, the provisional fees shall be returned to MPS or set off against the fees due. If the work is deemed to be a change, the fixed fees for the change, adjusted for the provisional fees, shall be invoiced to MPS.
- 6.6.7 The Supplier may contest the duty to execute the work by requesting a ruling from an independent expert pursuant to clause 7.6 or initiate legal proceedings or submitting the dispute before arbitration to have its claim resolved with final effect pursuant to clause 21 of the Framework Agreement.
- 6.6.8 If the Supplier has received a disputed change request, the Supplier must, within 3 (three) months after receiving the disputed change request, require a ruling on the disputed change pursuant to clause 7 of this Appendix, or clause 21 of the Framework Agreement. If the Supplier fails to do so, the work shall be deemed to fall within the scope of the Supplier's duties under this Framework Agreement.

7 DISPUTE RESOLUTION

- 7.1 The purpose of escalation is to ensure structured and predictable resolution of any issues, disagreements and conflicts in the relationship between DFØ and the Supplier. The Supplier shall offer a minimum off three Escalation Levels.
- 7.2 The following table sets out the representatives of MPS and the Supplier at each level of escalation for the resolution of disputes under this Framework Agreement:

First Level	Title of Representative	
Customer	Customer level	
The Supplier	Client Success Manager	
Second Level	Title of Representative	
MPS (Authorised Representative)	Authorised Representative	
The Supplier	Lead Account Partner	
Third Level	Title of Representative	

MPS (Program director)	Program Director
The Supplier	Manager cyber security department

- 7.3 Each representative shall be the person or group of persons holding the relevant title or any successor title from time to time. If any of the above representatives are unable to attend a meeting, a substitute may attend provided that such substitute has at least the same seniority or reasonably comparable managerial or directorial responsibility and is authorised to settle the unresolved matter.
- 7.4 In the first instance a question or dispute shall be referred to the First Level for discussion and resolution. Any dispute which has not been resolved by the Customer and the Supplier acting at the First Level within 14 (fourteen) days of the matter being referred to the First Level may be escalated by either party to the Second Level by written notice to the other party. If the dispute has not been resolved within 14 (fourteen) days of such second notice being received by the other party, either party may refer the dispute to the Third Level by a second written notice to the other party.
- 7.5 If the dispute is not resolved through the procedure set out in clause 7.1 to 7.4, either Party may open formal dispute resolution in accordance with clause 21 of the Framework Agreement, or if both Parties agree, resolve the dispute through the use of an independent expert in accordance with clause 7.6

7.6 Independent Expert

- 7.6.1 The Parties may agree to appoint an independent expert with qualifications the Parties deem to be best suited for the dispute.
- 7.6.2 The Parties shall in advance choose either to:
 - a) Comply with the solution proposed by the expert (binding); or
 - b) Use the solution proposed by the expert as a basis for reaching a solution themselves (advisory)
- 7.6.3 The independent expert shall propose a solution in writing within 10 (ten) days after being appointed as an expert.
- 7.6.4 The detailed procedure for this work shall be determined by the independent expert in consultation with the Parties.



