



Scania Specific IT Terms & Conditions for Cloud Services

These Specific IT Terms & Conditions for Cloud Services (“**STC-CL**”) shall govern Scania’s purchase of cloud services, such as Software as a Service (“SaaS”), Platform as a Service (“PaaS”) and Infrastructure as a Service (“IaaS”). The Supplier shall provide the cloud services in accordance with these STC-CL which form an integrated part of Negotiation Protocols, Frame Agreements, IT Contracts and Purchase Orders together with Scania General Terms & Conditions for IT Purchase.

1 DEFINITIONS

Unless the context or circumstances clearly suggest otherwise, the following capitalized terms shall have the meanings stated below:

“**Application**” means the software provided in a SaaS.

“**Cloud Service(s)**” means the cloud service(s) that the Supplier shall provide under the Contract including IaaS, PaaS and SaaS.

“**Connection Point**” means the point where the Supplier connects the Cloud Service(s) to a general communication network, except where otherwise agreed.

“**Description of Service**” means the specification of the content, functionality, quality and availability of the Cloud Service(s), which the Supplier is to provide, in accordance with appendix to the Contract.

“**Infrastructure as a Service**” (“IaaS”) means the capability provided by the Supplier to use processing, storages, network and other fundamental computer resources.

“**Platform as a Service**” (“PaaS”) means the capability provided by the Supplier to deploy onto the cloud infrastructure applications created using programming languages, libraries, services, and tools supported by the Supplier.

“**Scania Data**” means any data owned and/or provided by Scania.

“**Scania ISec Requirements**” means the requirements and standards for Information Security applicable to the Cloud Service(s) in accordance with appendix to the Contract.

“**Scania Software**” means software owned by Scania or that Scania is entitled to use under the terms of a licence agreement and which is used in the Cloud Service(s).

“**Service Level Agreement**” or “**SLA**” means the guaranteed service levels for the Cloud Service(s), which are specified in appendix to the Contract.

“**Software as a Service**” (“SaaS”) means the capability provided by the Supplier to use Applications running on a cloud infrastructure environment.

“**Third Party Application**” means a software a) for which the copyright obviously belongs to a company other than

the Supplier or b) is stated as a Third Party Application in Description of Service.

“**Third Party Supplier**” means company that grants a licence to and provides maintenance for the Supplier in respect of a Third Party Application

Definitions governing this STC-CL are also found in Scania General Terms & Conditions for IT Purchase (hereinafter also referred to as “**SGTC-IT**”).

2 PROVISION OF THE CLOUD SERVICE

2.1 The Supplier shall provide Scania with the Cloud Service(s) at the Connection Point as of the respective Agreed Delivery Date.

2.2 The Cloud Service(s) shall be provided with the functionality, quality and availability specified in the Description of Service. The Supplier undertakes to provide the Cloud Service(s) in a professional manner and according to the methods and standards ordinarily applied within the industry. Any requirements on Scania’s IT-system relating to the use of the Cloud Service(s) shall be specified in detail in the Description of Service. The Supplier shall ensure that the Cloud Service(s) is performed in accordance with any and all laws, regulations, and other provisions applicable from time to time.

3 START OF THE CLOUD SERVICE

3.1 The Supplier is responsible for ensuring that the Cloud Service(s) is made available to Scania as of the Agreed Delivery Date. In good time before the Agreed Delivery Date, the Supplier shall provide Scania with the instructions necessary for Scania to start using the Cloud Service(s) from Agreed Delivery Date. The Supplier shall to a reasonable extent assist Scania with the upstart of the Cloud Service(s).

4 DELAY AND PENALTY

4.1 Unless otherwise agreed the Supplier shall be deemed to be in delay when the Actual Delivery Date for the Cloud Service(s) occurs after the Agreed Delivery Date.

4.2 The Supplier is entitled to a reasonable extension of time where the delay is due to circumstances for which Scania is liable or due to circumstances set out in Clause 27 of the SGTC-IT (Force Majeure).

4.3 In the event of a delay, of whole or part of the Cloud Service(s), Scania shall be entitled to receive a penalty. The penalty shall be paid per each commenced day of delay, with five (5) percent of the yearly fees for the Cloud Service(s) included in delivery, subject to a maximum of fifty (50) percent thereof.

4.4 If the Cloud Service(s) are delayed in any respect more than ten (10) days, Scania is entitled to terminate the Contract, including relevant Purchase Orders, in whole or part.

4.5 Scania shall also be entitled to damages due to the delay, subject to the limitations set forth in Clause 26 of the SGTC-IT (Limitation of Liability). Penalties which are paid due to delay shall be set off when the amount of damages is calculated.

5 COMPENSATION

5.1 The Supplier is entitled to compensation for the Cloud Service from Agreed Delivery Date in accordance with an appendix to the Contract.

5.2 Terms and conditions governing compensation, currency, invoicing and payment etc. are set forth in Clause 4-6 in SGTC-IT and in an appendix to the Contract.

6 PAYMENT

6.1 The Cloud Services shall be invoiced on a quarterly basis in arrears for accumulated fees, unless otherwise stated in the Purchase Order, determined payment plan or other agreement between the Parties.

6.2 All invoices issued by the Supplier shall include at least the following details.

- (i) Reference to the Contract number and Purchase Order number;
- (ii) Supplier company name and address;
- (iii) Supplier VAT-number and Supplier company registration number;
- (iv) Scania’s invoice address (as shown in the Purchase Order);
- (v) Scania Requestor and Requesting Department;

- (vi) Quantification and identification of invoiced Cloud Service(s) with reference to delivery dates.

7 DEFECTS AND SHORTCOMINGS

7.1 The Supplier warrants that the Cloud Service(s) is performed in accordance with the Contract including appendices. The Cloud Service(s) shall be deemed defective if it i) in any way deviate from the Description of Service or, ii) in any way deviates from what otherwise follows from the Contract or Purchase Order or iii) otherwise deviates from what Scania reasonably could have expected.

7.2 In the event of defects or shortcomings in the Cloud Service(s), the Supplier shall immediately correct or remedy any defects or shortcomings, free of charge, if requested by Scania.

7.3 If the Supplier does not immediately correct or remedy the reported defects or shortcomings, Scania shall be entitled to a reduction of the compensation for the Cloud Service(s), reasonably corresponding to the reduced value resulting from the defect or shortcoming.

7.4 Scania is also entitled to damages due to defects and shortcomings, subject to the limitations set forth in Clause 26 of the SGTC-IT (Limitation of Liability). Reductions which are paid due to defects or shortcomings shall be set off when the amount of damages is calculated.

8 SLA AND LIQUIDATED DAMAGES

8.1 If the Parties have agreed on guaranteed service levels for the Cloud Service(s) and in the event of deviations therefrom, the Supplier is liable to pay liquidated damages to the extent set forth in the SLA appendix. Scania is also entitled to damages within the limitations of liability set forth in Clause 26 of the SGTC-IT (Limitation of Liability). Liquidated damages which are paid due to SLA deviation shall be set off when the amount of damages is calculated.

8.2 The Supplier shall report to Scania on a monthly basis if agreed service levels have been met. Moreover, the Supplier shall report on and institute improvement measures which will prevent future deviations from agreed service levels.

9 CHANGES AND IMPROVEMENTS

9.1 The Supplier may not modify the Cloud Service(s), or change the way in which the Cloud Service(s) is provided, without Scania's written approval. The Supplier shall notify Scania regarding any request for modification of the Cloud Service(s) at least ninety (90) days in advance. Scania shall not unreasonably withhold such approval for modification of the Cloud Service(s).

9.2 The Supplier shall work proactively and endeavour to constantly improve the Cloud Service(s).

10 ACCESS AND RIGHTS TO SCANIA DATA

10.1 The Supplier may under no circumstance deny Scania access to Scania Data regardless of conflicting regulations in Contracts, STC-CL, SGTC-IT or any other contract term. The Supplier unconditionally guarantees to provide Scania with Scania Data via access to the Cloud Service(s) or by providing a copy of Scania Data in a format useable for Scania's purpose within twenty-four (24) hours from Scania's written request.

10.2 Scania Data is and shall always remain the exclusive property of Scania. The Supplier undertakes to only process Scania Data according to the Description of Service, Scania's instructions and Scania ISec Requirements. Scania Data in the possession of the Supplier shall be considered as strictly confidential. The Supplier may therefore not divulge any parts thereof to third parties, unless forced to do so according to mandatory rules and regulations, court orders, or decisions of governmental or other competent authorities. The Supplier shall inform Scania before providing confidential information in line with such decision or order. The Supplier also undertakes to assure that any and all employees and/or consultants, of the Supplier or any subcontractor of the Supplier that process Scania Data, have signed confidentiality agreements.

10.3 In the event that the Supplier keeps a log over use of the Cloud Service(s), data from the log may only be used by the Supplier for what is required to perform the Cloud Service(s), except where otherwise agreed. The Supplier shall give Scania full access to the log including data.

11 INFORMATION SECURITY

11.1 The Supplier, the Supplier's employees and any subcontractor shall comply with applicable security provisions in the Description of Service and Scania ISec Requirements in conjunction with provision of the Cloud Service(s).

11.2 Scania shall ensure that log-in information and other security procedures, to which Scania has access in order to use the Cloud Service(s), are treated as confidential information. Scania shall inform the Supplier in the event that any unauthorised person has obtained knowledge of information pursuant to this Clause.

12 SUBCONTRACTORS

12.1 The Supplier shall only be entitled to use subcontractors for the performance of the Cloud Service(s) to the extent agreed at the time of the execution and as stated in the Description of Service or thereafter agreed by the Parties in writing. The Supplier has the same responsibility for work performed by subcontractor as for his own work.

13 INTELLECTUAL PROPERTY RIGHTS

13.1 Subject to the Contract the Supplier grants to Scania a non-exclusive right to access and use the Cloud Service(s) and the applicable Documentation. The right to use the Cloud Service(s) is also granted to Affiliated Companies and Scania Dealers without geographical limitations.

13.2 The Parties acknowledge that this Contract does not transfer any right, title or interest of any Intellectual Property Right.

13.3 Scania Data is and shall always remain the exclusive property of Scania and shall not, without Scania's approval, be used by the Supplier for any other purpose than to provide the Cloud Service(s).

13.4 Scania is responsible for ensuring that the necessary rights are available for making use of the Scania's Software within the framework of the Cloud Service(s).

14 INDEMNIFICATION

14.1 The Supplier is liable for ensuring that Scania's use of the Cloud Service(s) does not infringe another party's copyright, patent or other Intellectual Property Rights. The Supplier shall indemnify Scania for infringements on a third party's rights in respect of the Cloud Service(s), according to Clause 25 in the SGTC-IT (Infringement).

15 BACK-UP OF DATA

15.1 The Supplier shall, if back-up services are included in the Cloud Service(s), maintain physical backup copies of Scania Data at separate geographic sites. The data shall be kept for a minimum of thirty (30) days and a backup copy shall be made at least once every twenty-four (24) hours.

16 LIABILITY AND LOSS OF DATA

16.1 In addition to what is stated in Clause 26 of the SGTC-IT (Limitation of Liability), the Supplier shall be liable for any loss or corruption of data occurring, including but not limited to technical malfunction, theft of data and/or trespassing.

17 BUSINESS CONTINUITY

17.1 The Supplier shall present its business continuity and disaster recovery procedures, implemented to ensure that the Supplier is suitably prepared and able to recover the provision of the Cloud Service(s) following a disaster situation or major operational disruption of the provision of the Cloud Service(s). The plan shall be agreed between the Parties.

17.2 The Supplier shall, at least once a year, conduct a test, at its own costs, of the business continuity and disaster recovery procedures. If requested by Scania, the test shall be conducted in the presence of Scania representatives. The Supplier will promptly implement any improvements to the business continuity and disaster recovery procedures which are necessary due to the result of the tests.

17.3 If Scania is late in making payment, the Supplier may only suspend delivery of the Cloud Service(s) if the suspension claim has been settled by arbitration in accordance with the provisions set out in the SGTC-IT.

18 ESCROW

18.1 Upon Scania's request, the Parties will negotiate in good faith an escrow agreement regarding the deposition of the source code of any software that is part of the Contract or a global key file giving unrestricted access to such software. The terms and condition for such an agreement shall provide for the release of the source code or the key file if:

- a) Scania is entitled to terminate the Contract in accordance with Clause 30 of the SGTC-IT;
- b) The Supplier discontinues to market software that is part of the Contract; or
- c) The Supplier discontinues to generally make available maintenance service and support service.

18.2 Upon source code or key file being released to Scania, Scania shall be automatically granted, free of charge, a non-exclusive, irrevocable, non-transferable license to use, copy and modify the source code and the key file in accordance with the Contract.

19 SPECIFIC TERMS FOR SOFTWARE AS A SERVICE (SAAS)

19.1 The Supplier shall, as of the Agreed Delivery Date, make available the updates, versions or releases of the Application according to the Purchase Order or the Contract with the changes that follow from Clause 19.2. Scania may use the SaaS for an agreed number of licenses or agreed number of users specified in the Purchase Order or the Contract.

19.2 The Cloud Service(s) includes implementation by the Supplier of the updates or new versions in the Application that are provided by the Supplier or Third Party Supplier within the framework of its maintenance. In the case of implementation of updates or new versions the content of Clause 9 shall apply. The Supplier may, however implement updates in the Application in order to protect the Cloud Service(s) and for other security-related reasons.

19.3 The Supplier shall provide, necessary Documentation for use of the Application in the form of handbooks or other instructions. The user documentation shall be in English and any other agreed language.

19.4 Scania may use Third Party Application included in the Cloud Service(s) in accordance with the Description of Service and Third Party Application Licensing Terms attached to the Contract.

20 EFFECTS OF TERMINATION

20.1 Upon termination of the Cloud Service(s) or within thirty (30) business days following a request from Scania, Scania Data and Scania Software shall immediately be returned, to Scania or to a party nominated by Scania, and those parts which exist in electronic form shall be returned in electronic form in accordance with Scania's instructions.

20.2 To a reasonable extent, the Supplier shall assist Scania in transferring Scania Data and Scania Software from the Supplier to a new supplier with a minimum of disturbance to Scania. The Supplier will be entitled to reasonable compensation for such work.

20.3 The Supplier shall, after confirmation from Scania, within thirty (30) days following the termination of the Contract, the relevant Purchase Order or the Cloud Service(s), irrevocably delete all Scania Data from its systems, provided that Scania Data has been returned as stated in Clause 20.1.

21 PERSONAL DATA PROTECTION

21.1 In addition to what is stated in Clause 32 in the SGTC-IT and Agreement on Processing of Personal Data, the Supplier undertake, within the agreed compensation, at all times to comply with applicable data protection legislation for cloud services, including any court rulings, decisions, guidelines or other applicable statements from courts and relevant authorities (including the Article 29 Working Party).
