



Scania Specific IT Terms & Conditions for IT-Services

These Specific IT Terms & Conditions for IT-Services (“**STC-SE**”) shall govern Scania’s purchase of IT-Services. The Supplier shall provide the IT-services in accordance with these STC-SE 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:

“**Connection Point**” means the interface, specified in the Description of Service, where the Supplier’s responsibility for the IT-Service(s) starts.

“**Delivery test**” means a test performed by Scania to control that the IT-Service(s) is delivered in accordance with the Contract.

“**Delivery test period**” means period for performance of Delivery test. Delivery test period covers, if not otherwise agreed in writing, a period of thirty (30) days before Agreed Delivery Date.

“**Description of Service**” means the specification of the content, functionality, quality and availability of the IT-Service(s), which the Supplier is to provide pursuant to an appendix to the Contract.

“**Implementation Project**” means the project through which the Supplier implement the IT-Service(s) to Scania, in accordance with appendix to the Contract.

“**IT-Service(s)**” means the services specified in the Description of Service which the Supplier is to provide, as well as subsequently agreed modifications of content and scope.

“**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 IT-Service(s) in accordance with appendix to the Contract.

“**Scania’s Equipment**” means computers, network components and other equipment which Scania owns, rents, or leases including documentation to the equipment.

“**Scania’s Software**” means software owned by Scania or that Scania is entitled to use under the terms of a licence agreement including documentation to the software.

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

“**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.

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

2 PROVISION OF THE IT-SERVICE

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

2.2 The IT-Service(s) shall be provided with the functionality, quality and availability specified in the Description of Service.

2.3 The Supplier undertakes to provide the IT-Service(s) in a professional manner and in accordance with the methods and standards ordinarily applied within the IT-industry.

2.4 The Supplier undertakes to perform the IT-Service(s) with personnel who are suitable and qualified for the purpose. The Supplier also undertakes to cooperate with Scania’s other suppliers when providing the IT-Service(s) to Scania

2.5 Any requirements on Scania’s IT-system relating to the use of the IT-Service(s) shall be specified in detail in the Description of Service.

2.6 The IT-Service(s) may be performed on Scania’s Equipment and/or with Scania’s Software. Under such circumstances, Scania’s Equipment and/or Scania’s Software shall be specified in the Description of Service.

2.7 The Supplier shall ensure that the IT-Service(s) is performed in accordance with any and all laws, regulations, and other provisions applicable from time to time.

3 IMPLEMENTATION PROJECT

3.1 The implementation of the IT-Service(s) shall be conducted in project form through the Implementation Project, unless otherwise is agreed by the Parties in the Contract

3.2 The Supplier shall manage and have the overall responsibility for the Implementation Project. The Supplier shall launch the Implementation Project immediately after the Contract has entered into force.

3.3 The Implementation Project shall be performed in accordance with appendix to the Contract and the agreed conditions regarding project description, time schedule, project organisation, Delivery test etc.

3.4 Until the Agreed Delivery Date, the Supplier shall take all necessary measures for execution of the Implementation Project. Scania shall participate in the Implementation Project to a reasonable extent at the Supplier’s request and in accordance with appendix to the Contract.

3.5 After the Agreed Delivery Date, the Supplier shall provide the IT-Service(s) in accordance with the Description of Service and the SLA. Scania shall verify that the IT-Service(s) complies with the Contract by conducting a Delivery test. The date of the Delivery test and the length of the Delivery test period, as well as the content and scope of the Delivery test, shall be set forth in an appendix to the Contract. Scania shall approve the result when its scope and content comply with the Description of Service and agreed delivery criteria.

3.6 The Actual Delivery Date shall be the date on which:

- (i) Scania approves the IT-Service(s) in writing; or
- (ii) the Delivery test period ends without Scania making any written, objection to the IT-Service(s); or
- (iii) the IT-Service(s) satisfies the Description of Service after Scania made an objection to the IT-Service(s) and a new Delivery test has been performed, and Scania has accepted the IT-Service(s) in writing.

3.7 If Scania does not approve the IT-Service(s), the Supplier shall promptly rectify any defects and/or shortcomings. In the event Delivery test has been carried out and the IT-Service(s) was not approved, the Parties shall agree, in writing, on a date for a new Delivery test.

3.8 Minor deviations from the Description of Service which are irrelevant to the intended use of the IT-Service(s) and which do not entail any inconvenience to Scania shall not affect establishment of the Actual Delivery Date.

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 IT-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, Scania shall be entitled to receive a penalty. The penalty shall be paid per each commenced week of delay, with one (1) percent of the compensation for the Implementation Project, subject to a maximum twenty (20) percent of the compensation for the Implementation Project.

4.4 If no separate compensation for the Implementation Project has been agreed, the penalty for delay shall be calculated with equivalent percentages based on the expected compensation for the IT-Service(s) included in the delivery, for the first period of twelve (12) months from the Actual Delivery Date.

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

4.6 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 IT-Service(s) from Actual Delivery Date in accordance with appendix to the Contract. The Supplier shall not be entitled to any additional compensation for the Implementation Project unless otherwise is agreed in appendix to the Contract.

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

6 PAYMENT

6.1 The IT-Service(s) 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 IT-Service(s) with reference to delivery dates.

7 DEFECTS AND SHORTCOMINGS

7.1 The Supplier warrants that the IT-Service(s) is performed in accordance with the Contract including appendices. The IT-Service(s) shall be deemed defective if it:

- (i) in any way deviates from the Description of Service or,
- (ii) in any way deviates from what otherwise follow from the Contract or Purchase Order or
- (iii) otherwise deviate from what Scania reasonably could have expected.

7.2 In the event of a defect or shortcoming in the IT-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 IT-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 given 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 IT-Service(s), in the event of deviations therefrom, the Supplier is liable to pay liquidated damages to the extent set forth in the SLA. 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 deviation from the SLA shall be set off when the amount of damages is calculated.

8.2 The Supplier shall report to Scania on a monthly basis if the 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 SCANIA'S EQUIPMENT OR SCANIA'S SOFTWARE

9.1 If the Supplier in any way requires Scania's Equipment or Scania's Software for performing the IT-Service(s), such requirement shall be specified in the Description of Service.

9.2 The Supplier shall run the risk for, and have the duty to insure, all Scania's Equipment and Scania's Software which is used by the Supplier, when performing the IT-Service(s).

10 REQUEST FOR CHANGE

10.1 The Supplier may not modify the IT-Service(s), or change the way in which the IT-Service(s) is provided, without Scania's written approval.

10.2 The Supplier shall work proactively and endeavour to constantly improve the performance of the IT-Service(s).

10.3 Scania may, by written request to the Supplier, propose a change to the content of the IT-Service(s) and the SLA. Within two (2) weeks from receipt of any such request, the Supplier shall inform Scania, in writing, whether it accepts the changes and regarding the consequences of the proposed change, including information regarding how the change will affect the IT-Service(s) in respect of compensation, quality and SLA.

10.4 If Scania accepts these consequences, the Contract and appendices shall be updated in writing in respect of the agreed change. The Supplier shall thereafter perform the IT-Service(s) in accordance with any agreed change. In the event the Parties have not reached an agreement regarding change of the Specification and/or the Description of Service, the previously agreed Specification and/or Description of Service shall apply.

10.5 The Supplier shall not be entitled to refuse Scania's request for change, additions or modifications where the Supplier cannot demonstrate reasonable cause for such refusal.

11 ACCESS AND RIGHTS TO SCANIA DATA

11.1 The Supplier may under no circumstance deny Scania access to Scania Data regardless of conflicting regulations in Contracts, STC-SE, SGTC-IT or any other contract term. The Supplier unconditionally guarantees to provide Scania with Scania Data via access to the IT-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.

11.2 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.

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

12 INFORMATION SECURITY

12.1 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 IT-Service(s).

12.2 Scania shall ensure that log-in information and other security procedures, to which Scania has access in order to use the IT-Service(s), are treated as confidential Information.

13 DOCUMENTATION

13.1 The Supplier shall ensure that Documentation for the IT-Service(s) is prepared and kept up to date. Scania shall have access to the Documentation as from the start of the Delivery test period and during the term of the Contract.

14 SUBCONTRACTORS

14.1 The Supplier shall only be entitled to use subcontractors for the performance of the IT-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.

15 INTELLECTUAL PROPERTY RIGHTS

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

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

15.3 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 IT-Service(s).

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

16 INDEMNIFICATION

16.1 The Supplier is liable for ensuring that Scania's use of the IT-Service(s) does not infringe any third 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 IT-Service(s), according to Clause 25 in the SGTC-IT (Infringement).

17 BACK-UP OF DATA

17.1 The Supplier shall, if back-up services are included in the IT-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.

18 LIABILITY AND LOSS OF DATA

18.1 In addition to what is stated in Clause 26 of the SGTC-IT (Limitation of Liability), and in the absence of intent or gross negligence, a Party's liability in damages shall per annum be limited to five (5) million SEK or hundred (100) percent of the annual compensation for the IT-Service(s), whichever is greater. This limitation of liability shall not concern or limit the Supplier's liability according to Clause 26.2 of the SGTC-IT.

18.2 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.

19 BUSINESS CONTINUITY

19.1 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 IT-Service(s) following a disaster situation or major operational disruption to the provision of the IT-Service(s). The plans shall be subject to Scania's approval.

19.2 The Supplier shall conduct a test, at its own cost, of the business continuity and disaster recovery procedures at least once a year. 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 as are necessary as the result of the tests.

19.3 If Scania is late in making payment, the Supplier may only suspend delivery of the IT-Service(s) when the suspension claim has been settled by arbitration in accordance with the provisions set out in Clause 37 in the SGTC-IT (Governing law and dispute resolution).

20 DIVESTED ENTITIES

20.1 In case Scania divests any part of its business and the Supplier performs IT-Service(s) under the Contract for that divested part of Scania, the Supplier shall at Scania's written request continue to provide the IT-Service(s) under the Contract's terms and conditions to the new entity for a period of twelve (12) months.

20.2 The Supplier shall not have the right to reject Scania's request in accordance with Clause 20.1 unless the Supplier has acceptable reasons for such refusal. If the Supplier rejects Scania's request the Supplier must present the reasons for such rejection in the notice of rejection.

21 INSURANCE

21.1 The Supplier shall at its own expense take out and maintain general liability insurance for a satisfactory amount with regard to the IT-Service(s) (however for a minimum of ten million (10,000,000) SEK for the calendar year during which the IT-Service(s) is performed). In addition, the Supplier shall take out property insurance covering all Scania's Equipment, Scania's Software, etc. provided by Scania and in the Supplier's possession. The Supplier shall upon Scania's request be able to present a copy of a valid insurance policy.

22 EFFECTS OF TERMINATION

22.1 Upon termination of the IT-Service(s) or within thirty (30) business days following a request from Scania, Scania Data, Scania's Equipment and Scania's 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.

22.2 To a reasonable extent, the Supplier shall assist Scania in transferring Scania Data, Scania's Equipment and Scania's 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.

22.3 The Supplier shall, after confirmation from Scania, within thirty (30) business days following the termination of the Contract, the relevant Purchase Order or the IT-Service(s), irrevocably delete all Scania Data from its systems, provided that Scania Data has been returned as stated in Clause 22.1.
