



Scania Specific IT Terms & Conditions for Maintenance & Support

These Scania Specific IT Terms & Conditions for Maintenance & Support (“**STC-M**”) apply to the performance of maintenance and support services ordered by Scania. The Supplier shall deliver services and products in accordance with these STC-M 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:

“**Contract**” means Frame Agreement, IT Contract and/or Purchase Order between Scania and the Supplier.

“**Corrective Maintenance**” means the maintenance services specified in the Description of Service, performed to identify, isolate, and rectify a fault in the Object so, that it can be restored to Good Working Order, for example (a) fault tracing; (b) remedying the defect; (c) making adjustments to the Objects; (d) replacing parts or components of the Objects, required to restore the Object to Good Working Order; and (e) functional check.

“**Description of Service**” means the description of the content, quality, performance criteria and other requirements for the Maintenance Services which the Supplier is to provide pursuant to an appendix to the Contract.

“**Good Industry Practice**” means in relation to any undertaking and any circumstances, the exercise of skill, diligence, prudence, foresight and judgement and the making of any expenditure that would reasonably be expected from a skilled person engaged in the same type of undertaking under the same or similar circumstances.

“**Good Working Order**” means that the Object operates in accordance with the Operating Manuals.

“**Location**” means the location of the Object at Scania’s premises as specified in the Contract, or any other location as may be agreed by the parties in writing from time to time or such location as described in the Specification.

“**Maintained Hardware**” means the hardware, computer equipment, network components or other equipment identified as an Object in the Contract.

“**Maintained Software**” means the software (and any and all Updates of such software) which is identified as an Object in the Specification.

“**Maintained Systems**” means the computer systems (and any and all Updates of such systems) and platforms which are identified as Objects in the Contract.

“**Maintenance Services**” means the Services including Preventative

Maintenance, Corrective Maintenance and Support Service of the Objects.

“**Objects**” means the Maintained Software, the Maintained Systems and the Maintained Hardware.

“**Operating Manuals**” means all operating manuals, specifications and other manufacturer documentation relating to an Object.

“**Preventative Maintenance**” means the planned maintenance services specified in the Description of Service, performed to prevent malfunctions or failures in the Object, for example, (a) testing the condition of the Object; (b) testing that the Object is functional; (c) making any adjustments as may be required to ensure the Object remains in Good Working Order and (d) to provide Software releases in accordance with a release plan included in the Contract.

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

“**Scania’s Hardware**” means any hardware owned and/or provided by Scania.

“**Scania’s Software**” means software which is owned by Scania or for which Scania has a license from the software supplier.

“**Scania’s Systems**” means the computer systems, software and hardware which is owned by Scania (or any part thereof for which Scania has a license from a supplier).

“**Service Level Agreement**” or “**SLA**” means the guaranteed service levels for the Maintenance Services specified in the Contract.

“**Support Service**” means the IT support services specified in the Description of Service, performed to assist with knowledge, help and support relating to the Object.

“**Specification**” means the specification of the quantity, volume and other measurement for the Maintenance Services which the Supplier is to provide pursuant to an appendix to the Contract.

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

2 DESCRIPTION OF THE MAINTENANCE SERVICES

2.1 The Supplier shall provide Scania with the Maintenance Services for the Objects in accordance with the Contract.

2.2 The Maintenance Services shall be provided as from the Agreed Delivery Date specified in the Contract.

2.3 If Corrective Maintenance is carried out shortly before Preventative Maintenance is due, the Supplier may, with Scania’s written consent, thereby also carry out the Preventative Maintenance. For such co-ordinated maintenance the Supplier is not entitled to charge Scania for any costs which are already covered by the agreed compensation for Preventative Maintenance.

3 THE SUPPLIER’S OBLIGATIONS

3.1 The Supplier represents and warrants to Scania that:

(a) the Maintenance Services shall be performed:

(i) in accordance with the Description of Service;

(ii) by an appropriate number of suitably qualified and experienced personnel;

(iii) using all reasonable skill and care and in accordance with Good Industry Practice; and

(iv) in accordance with all the applicable laws and regulations in force from time to time.

(b) all components and equipment supplied or used in the course of the provision of the Maintenance Services shall operate in accordance with their technical specifications and the Operation Manual;

(c) the Supplier has the full capacity and authority and all permissions, licences and consents necessary to enter into, and perform its obligations under the Contract;

(d) the Maintenance Services will be performed in such a way as not to cause any fault or malfunction in the Object (or any related software or system of Scania);

(e) the Maintenance Services will be performed in such a way as not to cause any interruption to the business processes of Scania (other than agreed and unavoidable interruption which is required in order to perform the Maintenance Services);

(f) it shall comply with Scania ISec Requirements and it shall not introduce any viruses, malware, trojans or other harmful code onto Scania’s Systems, Scania’s Software and/or Scania’s Hardware while performing the Maintenance Services; and

(g) the possession or use of the Deliverables will not infringe the Intellectual Property Rights of any third party.

3.2 If the Supplier receives written notice from Scania of any breach by the Supplier of the representation and warranties contained above, the Supplier shall, at its own expense, remedy that breach within ten (10) days following receipt of such notice, failing which Scania may pursue such rights and remedies as available to it.

3.3 The Supplier is not allowed to connect non-Scania equipment to any Object without proper authorisation from Scania.

3.4 Except where expressly agreed in writing to the contrary, the Supplier shall, at its own cost provide all materials, parts, components and replacements as well as write, purchase or otherwise procure all computer programs required for the purpose of providing the Maintenance Services.

3.5 All information concerning maintenance, release plans, continuous improvements etc. shall be supplied by the Supplier to Scania. Supplier shall verify that Scania has received the relevant information.

3.6 The Supplier shall be able to supply Scania with designated personnel.

3.7 The Supplier shall document all steps taken during the performance of the Maintenance Service. The Supplier shall provide Scania with the Documentation each time the Supplier has performed Maintenance Services. The Documentation shall be in English.

4 SCANIA'S OBLIGATIONS

4.1 Scania shall:

- (a) notify the Supplier if the Object is discovered to be operating incorrectly;
- (b) at all reasonable times permit access to the Location and to the Object to the Supplier;
- (c) provide the Supplier with such information that is reasonably requested in the performance of the Maintenance Services;
- (d) take any steps reasonably necessary to ensure the safety of the Supplier's personnel when attending the Location; and
- (e) ensure that there are necessary licensing agreements for Scania's Software and Scania's System. Scania will to its best ability provide a workplace to the Supplier's personnel (if needed).

4.2 If Scania intends to relocate or modify an Object, the Supplier shall be given notification of the intended measures.

5 SLA

5.1 The Parties have agreed on guaranteed service levels for the Maintenance Services in accordance with the SLA, which also states measurement methods and so forth. The Supplier shall report to Scania on a monthly basis regarding the fulfilment of agreed service levels.

5.2 In the event of deviations from guaranteed service levels, the Supplier shall pay compensation in the form of liquidated damages to the extent set forth in the SLA.

5.3 The Supplier shall also report on and institute improvement measures to prevent future deviations from guaranteed service levels.

6 REQUEST FOR CHANGE

6.1 Scania may, by written request to the Supplier, propose a change to the content of the Maintenance Services 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 Maintenance Services and the Objects in respect of compensation, quality and SLA.

6.2 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 Maintenance Services 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.

6.3 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.

7 SPECIAL CONDITIONS - FOR MAINTAINED HARDWARE AND MAINTAINED SYSTEMS

7.1 The Supplier is responsible for the repair of defective Objects.

7.2 In performing the Maintenance Services, the Supplier shall use all reasonable endeavours to source spare parts required to restore the Object to Good Working Order.

7.3 All spare parts and/or replacements provided by the Supplier to Scania shall become part of the Object and the property of Scania or such third party that is the owner of the relevant Object. The Supplier will assign to Scania, with full title guarantee and free from all third-party rights, all spare parts and/or replacements provided by the Supplier. All parts and components removed from the Object by the Supplier in the course of performing the Maintenance Services shall no longer constitute part of the Object and will be the property of the Supplier. Scania will assign to the Supplier, with full title guarantee and free from all third-party rights, all parts and components removed from the Object by the Supplier in accordance with this Clause 7.

7.4 The Supplier shall at all times comply with and apply (i) European Directive (2002/96/EC) on Waste of Electrical and Electronic Equipment (WEEE) and (ii) Scania Policies and Procedures.

8 SPECIAL CONDITIONS – FOR MAINTAINED SOFTWARE AND MAINTAINED SYSTEMS

8.1 The Supplier undertakes to maintain at any time the latest version and release as well as the previous two (2) versions and releases of the Maintained Software and the Maintained System. However, all versions and releases shall be maintained by the Supplier for at least three (3) years from its introduction. Should Scania require continued Maintenance Services of older versions and releases, the Supplier shall offer it on a time and material basis.

9 COMPENSATION

9.1 The Supplier is entitled to compensation for providing Maintenance Services in accordance with the relevant Purchase Order and other applicable terms in the Contract.

9.2 The agreed fee for Maintenance Services shall be the only compensation. The compensation shall include Supplier's cost for; wages, payroll overhead, overtime, shift duties, stand-by duties, inconvenient working hours, taxes and social security contributions, holiday pay, daily allowances, travel expenses, expenses for administration, spare parts and the return of the relevant Object (if any).

9.3 Terms and conditions governing compensation, currency, invoicing and payment etc. are regulated in Clause 4-6 in Scania General Terms and Conditions for IT Purchase and in Appendix to the Contract.

10 THE SUPPLIER'S LIABILITY FOR DEFECTS IN THE MAINTENANCE SERVICES

10.1 In the event of any defect or shortcoming in the Supplier's provision of the Maintenance Services, the Supplier shall, following a complaint by Scania, rectify the defect or the shortcoming in the Maintenance Services without unreasonable delay and at its own expense.

10.2 Defect or shortcoming in the Maintenance Services means that the relevant Maintenance Service fails to fulfil the Specification and/or the Description of Service or deviates from that which otherwise follows from the Contract or Good Industry Practice. If the Supplier is to provide spare parts within the scope of the Contract, the Supplier's liability for defects and shortcomings also applies to any supplied spare parts.

10.3 If the Supplier fails to fulfil its obligations under the Contract and fails to rectify a defect or shortcoming in the relevant Maintenance Service in due time, Scania shall be entitled to take the following measures: (i) demand liquidated damages pursuant to SLA regarding guaranteed service level; (ii) demand a price reduction corresponding to the defect or shortcoming in the relevant Maintenance Service, however not in any such case where liquidated damages are paid pursuant to SLA regarding guaranteed service level; (iii) demand compensation for the loss which arose as a result of defects or shortcomings in the relevant Maintenance Service.

10.4 If the defect or shortcoming is substantial and if the Supplier has failed to remedy the defect or shortcoming after receiving a ten (10) days written notice demand from Scania, Scania shall be entitled to terminate the Contract with immediate effect.

10.5 The Supplier shall only be liable, however, for defects and shortcomings of which Scania complains within ninety (90) days after Scania became aware of the defect or shortcoming.

11 INTELLECTUAL PROPERTY RIGHTS

11.1 Title to the rights which vest within the scope of the Maintenance Services in conjunction with provision, upgrades, improvements and so forth of Scania's Software, Scania's Hardware, Scania's System or Scania's Data, as well as all related Documentation and other documentation, shall vest in Scania unless otherwise separately agreed in writing.

12 ACCESS AND RIGHTS TO SCANIA DATA

12.1 The Supplier may under no circumstance deny Scania access to Scania Data. The Supplier guarantees to provide Scania with Scania Data immediately at Scania's written request. If such request should impose unforeseeable costs and/or should lead to unreasonable workload for the Supplier, the Supplier may be granted an extension of time and compensation for the extra workload to provide Scania with Scania Data, which will be agreed in writing on a case-by-case basis.

12.2 Scania Data is and shall always remain the exclusive property of Scania. The Supplier undertakes to only process Scania Data according to 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.

12.3 In the event that the Supplier keeps a log over the Maintenance Services, data from the log may only be used by the Supplier for what is required to perform the Maintenance Services, except where otherwise agreed. The Supplier shall give Scania full access to the log including relevant data.

13 SECURITY PROVISION

13.1 The Supplier, the Supplier's employees and any subcontractor shall comply with applicable security provisions in the Specification and Scania ISec Requirements in conjunction with provision of the Maintenance Services.

13.2 The Supplier shall procure that its personnel shall, while on site at the Location, comply with Scania's reasonable health and safety and security policies.

14 CO-OPERATION, REPORTING AND CONTRACT MANAGEMENT

14.1 The Parties shall inform each other of any and all relevant circumstances and events such as changes, problems, delays, and other matters which may have significance for the provision of the Maintenance Services.

14.2 The Supplier shall appoint a Delivery manager who shall be responsible for the co-ordination of all matters relating to the Maintenance Services. The Delivery manager shall not be replaced without prior written approval of Scania (such approval not to be unreasonably withheld or delayed). Scania may request, on reasonable grounds, the replacement of the Delivery manager or any other member of the Supplier's staff.

14.3 If not otherwise stated in the Description of Service, Scania's personnel are entitled to make direct contact with the Supplier's organisation.
