Appendix

Special Conditions for Public Cloud Computing Services

Software and Services

23.3-5562-17

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Contents

1 Applicability

1.1 The present Special Conditions supplement the General Conditions for Software and Services to the extent that the Contract Object covers Public Cloud Computing Services in full or in part.

1.2 If Public Cloud Computing Services are provided along with Open Source Software and/or proprietary software, the present Special Conditions shall apply to Public Cloud Computing Services; the Special Conditions for Open Source Software shall apply to Open Source Software; and the Special Conditions for Proprietary Software shall be applied to the part that consists of proprietary software.

1.3 Consulting Services provided with respect to Public Cloud Computing Services or their Delivery shall be regulated by the Special Conditions for Consulting Services. Only if consulting engagements related to Public Cloud Computing Services are an integrated part of the Public Cloud Computing Services and no special compensation is charged for such consulting engagements beyond compensation for the Public Cloud Computing Services – alternatively if only a fixed-price, mandatory setup fee for Public Cloud Computing Services is applied – the present Special Conditions shall also govern such consulting engagements.

1.4 The Contracting Authority may specify the following clauses in its Call-Off according to the more detailed provisions in the respective clauses: 2.1, 4.2, 4.3, 5.1, 5.2, 6.2, 6.5, 7.4, 8.2, 9.1, and 9.2.

2 Special Notes on Contract Documents

2.1 The Contract Object is a standard service. As specified in detail in the present Special Conditions, the Contract shall therefore be complemented by the Standard Conditions with respect to the Public Cloud Computing Services that the Framework Agreement Contractor has submitted or cited in its Call-Off Response. The Standard Conditions complement the Contract and constitutes a part of the Contract in the

application of clause 3 of the General Conditions (Contract Scope and Definitions) only in the respects and within the framework specified in the present Special Conditions. Moreover, the Standard Conditions shall be considered as invalid and inapplicable, to the extent that the Standard Conditions conflict with the General Conditions or these Special Conditions or the Contracting Authority's requirements set out in the Call-Off Inquiry.

3 Framework Agreement Contractor's General Obligations

3.1 In addition to the provisions set out in clause 4.2 of the General Conditions, the provision of Public Cloud Computing Services shall also comply with the Framework Agreement Contractor's or the Cloud Services Provider's own specifications and product descriptions of the Public Cloud Computing Services as set out in the documentation provided upon execution of the Contract, or for the provision of Public Cloud Computing Services, the documentation published on the Framework Agreement Contractor's or the Cloud Services Provider's website.

4 Delivery and Special Obligations

4.1 Effective on the Stipulated Delivery Date, the Framework Agreement Contractor shall provide Public Cloud Computing Services as set out in the requirements specified in the Contract. Regulations in the Standard Conditions for service levels, Support Services, Updates, and Upgrades shall apply with the limitations specified in the present Special Conditions.

4.2 The Delivery of Public Cloud Computing Services shall undergo acceptance testing as set out in the conditions in clause 6 (Delivery) of the General Conditions. However, the Contracting Authority and the Framework Agreement Contractor will be provided with the opportunity in the Contract or may subsequently stipulate to derogate from the conditions for acceptance testing in clause 6 (Performance) of the General Conditions. This may occur if, for example, the Delivery is of a singular nature and the Contracting Authority accepts and agrees that a simpler acceptance test or no acceptance testing shall take place.

4.3 The Public Cloud Computing Services shall be delivered with any necessary user documentation unless otherwise stipulated by the Contracting Authority and the Framework Agreement Contractor. Documentation shall be prepared in Swedish or English.

5 Security, Contracting Authority Information, and Personal Data

5.1 By way of derogation from clause 18.2 of the General Conditions and on the condition that the Contracting Authority does not expressly specify otherwise in its Call-Off Inquiry, the Standard Conditions shall apply to the processing of personal data. However, the application of the Standard Conditions is conditional upon the Standard Conditions' meeting the requirements established under the General Data Protection Regulation (GDPR) with related implementation regulations as well as any further requirements specified by the Contracting Authority in the Call-Off Inquiry with respect to processing of personal data. The Framework Agreement Contractor, its Cloud Services Provider (irrespective of part), and if applicable the Contracting Authority shall comply with the Standard Conditions for Processing Personal Data.

5.2 By way of derogation from clause 15.1 of the General Conditions and on the condition that the Contracting Authority does not expressly specify otherwise in its Call-Off Inquiry, the Standard Conditions shall apply to security. The Standard Conditions for security shall be observed by the Framework Agreement Contractor, its Cloud Services Provider (irrespective of part) and, if applicable, the Contracting Authority.

5.3 Irrespective of the provisions set out in the Standard Conditions, the Framework Agreement Contractor and its Cloud Services Provider may handle – e.g. store, process, or disclose – the Contracting Authority's Information solely to the extent necessary to provide the Public Cloud Computing Services and in accordance with

the Contracting Authority's instructions. This obligation shall apply without limitation in time.

5.4 Information contained in the Public Cloud Computing Services log may be used by the Framework Agreement Contractor solely as required for the functionality of the Public Cloud Computing Services. The Contracting Authority shall be permitted to access the information that is registered in the log.

5.5 Any Contracting Authority information that has been deleted in compliance with the Swedish Archives Act (1990:782) [Arkivlagen], the Archives Ordinance (1991:446), and the regulations governing the National Archives of Sweden, a so-called thinning out, shall be irreversibly destroyed no later than 180 days after the Contracting Authority has performed the thinning out, at the premises of the Cloud Services Provider including the premises of any other providers on which the Cloud Services Provider has relied in performing the Public Cloud Computing Services.

6 Changes to Public Cloud Computing Services and Standard Conditions

6.1 Requirements for the Public Cloud Computing Services set out in the Contract may be changed solely as set out in the procedure and on the conditions provided in clause 25 (Amendments to Contract or Contract Object) of the General Conditions.

6.2 Within the further framework for Public Cloud Computing Services under clause 6.1, the Cloud Services Provider shall be entitled to change the substance of the Public Cloud Computing Services with the periodicity and according to the procedure specified in the Standard Conditions. The Contract may also set out an obligation to perform such changes to the Public Cloud Computing Services.

6.3 If changes to the Public Cloud Computing Services, in the Contracting Authority's reasonable assessment, were to entail a material deterioration or other material inconvenience to the Contracting Authority, the Contracting Authority shall be entitled, within two months of being notified in writing of the change in services, to terminate the Contract or a part thereof at the Contracting Authority's written request. The Contracting Authority's termination may take effect immediately or with a period of notice of no more than 6 (six) months. For termination, the

Contracting Authority shall provide compensation for the Public Cloud Computing Services only up to the effective date of the termination.

6.4 The Cloud Services Provider may change the applicable Standard Conditions on the condition that the changed conditions meet the requirements set out in the Contract. If changes to the conditions, in the Contracting Authority's reasonable assessment, were to entail a material deterioration or other material inconvenience to the Contracting Authority, the Contracting Authority shall be entitled to terminate the Contract or a part thereof at the Contracting Authority's written request within two months of being notified in writing of the change. The Contracting Authority's termination may take effect immediately or with a period of notice of no more than six (6) months. For termination, the Contracting Authority shall provide compensation for the Public Cloud Computing Services only up to the effective date of the termination.

6.5 The Contracting Authority shall have the option in the Call-Off Inquiry to split up the Public Cloud Computing Services requirements into requirements that may be changed solely under the regulations set out in clause 25 (Change to Contract or Contract Object) in the General Conditions and requirements that may be amended under clause 6.2.

7 Special Notes on Liability for Errors, Delays, and Other Contractual Non-Performance

7.1 The Framework Agreement Contractor's liability for Errors, delays, and other contractual non-performance is specified in the General Conditions.

7.2 For the purpose of clarifying the definitions of Errors and the regulations pertaining to Errors in the General Conditions, the following shall apply to the Framework Agreement Contractor's liability for Errors in the Public Cloud Computing Services:
(a) Errors in the Public Cloud Computing Services shall be deemed to exist after the Effective Date of Delivery if, to the detriment of the Contracting Authority, they deviate from the requirements set out in the Contract for Public Cloud Computing Services or deviate from the permitted, applicable descriptions under the Contract of the Public Cloud Computing Services in the Standard Conditions or other documentation cited in clause 3.1.
(b) If the Contract includes a Service Level Agreement, in addition to what is

provided in the General Conditions, the remedial measure shall be performed within the scope of the service level requirements set out therein.

7.3   The Framework Agreement Contractor's liability for Errors shall, if relevant, also cover proprietary software and/or Open Source Software included in the Contract Object along with the Public Cloud Computing Services. In such case, the Framework Agreement Contractor agrees and undertakes that it shall bear comprehensive liability for the Contract Object's functionality, including any integration between all the constituent parts. However, in a special scheme for any Errors in proprietary software or Open Source Software, the Framework Agreement Contractor shall also be liable as indicated in the Special Conditions for Proprietary Software and the Special Conditions for Open Source Software, respectively.

7.4   Unless otherwise specified in the Call-Off Inquiry, any regulations in the Standard Conditions with respect to limitations on liability in damages for Errors in the Public Cloud Computing Services, including for any loss or corruption of the Contracting Authority's Information, shall be applied with the following limitations:
(a) Conditions related to exclusive sanctions for Errors in the Public Cloud Computing Services – e.g. that penalties shall constitute an exclusive sanction for non-performance of the Service Level Agreement – shall be invalid;
(b) Limitations on liability in damages shall never be applied for damage caused willfully or by gross negligence;
(c) For the application of clause 5.1, the Framework Agreement Contractor's liability in damages under the Standard Conditions, third-party claims as they relate to the Framework Agreement Contractor's processing of personal data, shall not apply to the extent that the Standard Conditions set out a lower liability threshold than provided in the Personal Data Processor Agreement that the Contracting Authority has appended to the Call-Off Inquiry.

8 Contracting Authority's Use of Public Cloud Computing Services

8.1   The Contracting Authority shall have a non-exclusive right to use the Public Cloud Computing Services and the user documentation for its activities for the duration of the Contract Period.

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8.2 Unless otherwise provided in the Contract, the Standard Conditions shall provide more details on how the Contracting Authority's right to use the Public Cloud Computing Services and the user documentation shall be regulated, including any requirements that only registered users may use the Public Cloud Computing Services and that the Contracting Authority shall be liable for their use of the Public Cloud Computing Services. Unless otherwise specified in the Contract, the term "users" shall also include users at a third-party on whom the Contracting Authority relies to perform services for the Contracting Authority.

8.3 The Contracting Authority shall comply with any instructions issued by the Framework Agreement Contractor for the use of the Public Cloud Computing Services.

9 Contracting Authority's Access to Contracting Authority's Information

9.1 Irrespective of any provisions set out in the Standard Conditions, the Framework Agreement Contractor or its Cloud Services Provider may, under no circumstances, refuse the Contracting Authority access to the Contracting Authority's Information. Unless otherwise stipulated in the Contract, the Framework Agreement Contractor shall provide the Contracting Authority with access to the Contracting Authority's information, which the Framework Agreement Contractor is processing, unconditionally, without delay, and within a 12-hour window from the Contracting Authority's request, either via direct access or by the Framework Agreement Contractor providing the Contracting Authority with a copy of the Contracting Authority's Information. The 12-hour window shall be calculated only from 8:00 am to 5:00 pm, M-F. Unless otherwise agreed or obviously dictated by circumstances, the Contracting Authority's Information shall be in a format that is readable and usable in other contexts. This means that not only shall the Contracting Authority's information be made available but also any and all other logical information needed to be able to use the Contracting Authority's information. Moreover, any log files, audit data, access data, and any similar metadata shall also be made available. Such data shall also be provided in a format that is usable to the Contracting Authority. Such requirements are stated in order for the Contracting Authority's Information to be usable for its intended purpose. The Framework Agreement Contractor's strict obligation to provide the Contracting Authority with access to the Contracting

Authority's Information shall also apply to situations where, according to the Framework Agreement Contractor, the Contracting Authority has failed to perform the Contract.

9.2 As a complement to the provision in clause 24 (Consequences of Contract Termination) in the General Conditions, the following shall apply. For Contract termination, the Framework Agreement Contractor shall provide the Contracting Authority with access to the Contracting Authority's Information in the fashion specified in the Contract at the Contracting Authority's request. In the absence of a relevant provision in the Contract, access shall be provided as follows from clause 9.1. If stipulated in the Contract, instead of transferring the Contracting Authority's information to the Contracting Authority, the Framework Agreement Contractor shall transfer it to a different Contracting Authority provider as instructed by the Contracting Authority. The Framework Agreement Contractor shall provide for the deletion of the Contracting Authority's information only after it has been transferred to the Contracting Authority or another provider to the Contracting Authority. Deletion shall take place as soon as practicable and be in compliance with any statutory or regulatory requirements and provisions in the executed Personal Data Processor Agreement as relates to deletion.