

*Project "AS "Sadales tīkls" electricity distribution network modernization",
REPowerEU, No. 7.1.1.2.i.0/1/24/I/CFLA/001/
Projekts "AS "Sadales tīkls" elektroenerģijas sadales tīkla modernizācija",
REPowerEU, Nr.7.1.1.2.i.0/1/24/I/CFLA/001*

Sarunu procedūra "Tīkla pārvaldības sistēmas Trimble DMS pilnveide"

(ID Nr. AS "Latvenergo" 2024/22 REPowerEU)

SOFTWARE DEVELOPMENT AND LICENCE DELIVERY CONTRACT

See the Agreement date in the electronic signature
area
(03.07.2025)

PROGRAMMATŪRAS IZSTRĀDES UN LICENČU PIEGĀDES LĪGUMS

Līguma datumu skatīt elektronisko parakstu zonā
(03.07.2025)

Rīga,

Latvenergo AS

(hereinafter referred to as the Customer)

Registration number: 40003032949

VAT payer number: LV40003032949

Address: Pulkveža Brieža Street 12, Riga, LV-1230

Credit institution: SEB Banka AS

SWIFT code: UNLALV2X

Account number: LV24UNLA0001000221208

represented by its [...];

and

Trimble Finland Oy

(hereinafter referred to as the Contractor)

Registration number: 0196634-1

VAT payer number: FI01966341

Address: Hatsinanpuisto 6, 02600 Espoo Finland

Credit institution: Nordea Bank Abp

SWIFT code: NDEAFIHH

Account number: FI18 1237 3000 1816 66

represented by its [...]

Akciju sabiedrība "Latvenergo"

(turpmāk – Pasūtītājs)

Reģistrācijas numurs: 40003032949

PVN maksātāja numurs: LV40003032949

Adrese: Pulkveža Brieža iela 12, Rīga, LV-1230

Kredītiestāde: AS "SEB banka"

SWIFT kods: UNLALV2X

Konta numurs: LV24UNLA0001000221208

kuru pārstāv [...];

un

Trimble Finland Oy

(turpmāk – Izpildītājs)

Reģistrācijas numurs: 0196634-1

PVN maksātāja numurs: FI01966341

Adrese: Hatsinanpuisto 6, 02600 Espoo, Somija

Kredītiestāde: Nordea Bank Abp

SWIFT kods: NDEAFIHH

Konta numurs: FI18 1237 3000 1816 66

kuru pārstāv [...];

hereinafter severally referred to as the "Party" and jointly as the "Parties" agree on the following provisions of the contract (hereinafter referred to as the Contract):

SPECIAL TERMS AND CONDITIONS

1. Subject of the Contract

1.1. The Contractor shall provide the Customer with software development services. Within the framework of the Contract, the functional capabilities of the existing IT systems - the electricity network operational state management system (DMS) and the electricity network control system (DVS), will be expanded, within the framework of

turpmāk katrs atsevišķi "Līdzējs", abi kopā "Līdzēji", vienojas par šādiem līguma noteikumiem (turpmāk – Līgums):

SPECIĀLIE NOTEIKUMI

1. Līguma priekšmets

1.1. Izpildītājam jānodrošina Pasūtītājam programmatūras izstrādes pakalpojumi. Līguma ietvaros tiks paplašinātas esošo IT sistēmu - elektrotīkla operatīvā stāvokļa vadības sistēmas (DMS) un elektrotīkla vadības sistēmas (DVS) funkcionālās iespējas, REPowerEU projekta Nr. 7.1.1.2.i.0/1/24/I/CFLA/001 ietvaros -

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- the *REPowerEU*, No. 7.1.1.2.i.0/1/24/I/CFLA/001 - by acquiring additional modules and supplementing existing ones, and implementing system adaptations and improvements as requested by the Customer, based on the "TECHNICAL SPECIFICATION FOR PROCUREMENT TRIMBLE DMS SYSTEM DEVELOPMENT PROJECT" (Annex No. 1) and the licenses listed in "LICENSES AND THEIR GEOGRAPHICAL COVERAGE" (Annex No. 2).
- 1.2. The Customer shall pay for the Services performed including development work, system adaptations, and implementation of requested improvements, in accordance with the provisions of this Contract. Prices and specifications of the Services are set out in the Annexes to the Contract.
- 1.3. The Services provided under this Contract include (prices and evaluated hours are specified in the "PRICES OF LICENCES AND AMOUNT OF SERVICES" (Annex No. 3)):
- R&D work (hereinafter - R&D Work);
 - Engineering (hereinafter - Engineering);
 - Project management work (hereinafter - Project Management);
 - Trainings (hereinafter - Trainings).
- 1.4. Maintenance and support activities for the developed software shall be governed by the terms of Maintenance Contract No. 010000/22-1243 | MAI-23-104489 (hereinafter - Maintenance Contract) or the terms of subsequent agreement concluded by the Customer for an equivalent service.
- 2. Contract Price**
- 2.1.1. The total Contract Price for the Services shall be **2 500 000,00 €** (two million five hundred thousand euros and 00 cents) (hereinafter referred to as the Contract Price), which includes the price for software development services in the amount of 2 100 000,00 € (two million one
- iegādājoties papildu moduļus un papildinot esošos, un ieviešot sistēmas pielāgojumus un uzlabojumus pēc Pasūtītāja pieprasījuma, pamatojoties uz "TEHNISKO SPECIFIKĀCIJU IEPIRKUMAM TRIMBLE DMS SISTĒMAS ATTĪSTĪBAS PROJEKTAM" (Pielikums Nr. 1) un licencēm, kas uzskaitītas "LICENCES UN TO ĢEOGRĀFISKAIS PĀRKLĀJUMS" (Pielikums Nr. 2).
- 1.2. Pasūtītājs maksā par veiktajiem Pakalpojumiem, ieskaitot izstrādes darbus, sistēmas pielāgojumus un pieprasīto uzlabojumu ieviešanu, saskaņā ar šī Līguma noteikumiem. Pakalpojumu cenas un specifikācijas ir noteiktas Līguma pielikumos.
- 1.3. Pakalpojumi, kas tiek sniegti saskaņā ar šo Līgumu, ietver (cenas un novērtētās stundas ir norādītas "LICENČU CENAS UN PAKALPOJUMU APJOMS" (Pielikums Nr. 3)):
- Pētniecības un izstrādes darbs (turpmāk - P&I Darbs);
 - Inženierija (turpmāk - Inženierija);
 - Projekta vadības darbs (turpmāk - Projekta vadība);
 - Apmācības (turpmāk - Apmācības).
- 1.4. Izstrādātās programmatūras uzturēšanas un atbalsta aktivitātes tiek regulētas saskaņā ar Uzturēšanas līguma Nr. 010000/22-1243 | MAI-23-104489 (turpmāk - Uzturēšanas līgums) vai Pasūtītāja turpmāk noslēgta līguma par līdzvērtīgu pakalpojumu noteikumiem.
- 2. Līguma summa**
- 2.1.1. Kopējā summa par Sistēmas Uzturēšanu ir **2 500 000,00 EUR** (divi miljoni pieci simti tūkstoši euro un 00 centi) (turpmāk – Līguma summa), kas ietver sevī cenu par programmatūras izstrādes pakalpojumiem kopsummā 2 100 000,00 EUR (divi miljoni viens

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hundred thousand euros and 00 cents). The price of licenses is specified in "PRICES OF LICENCES AND AMOUNT OF SERVICES" (Annex No. 3). The Contract Price is exclusive of value-added tax (VAT), as the applicable VAT rate is 0%.

simts tūkstoši euro un 00 centi). Licenču cena ir norādīta "LICENČU CENAS UN PAKALPOJUMU APJOMS" (Pielikums Nr. 3). Līguma cenā nav ietverts pievienotās vērtības nodoklis (PVN), jo piemērojamā PVN likme ir 0%.

3. **Validity Period of the Contract**

- 3.1. The Contract shall enter into force as of the date when signed by both parties and shall remain in force until the obligations of the parties hereunder are fully performed.
- 3.2. The Contractor shall provide the Customer the Services from the effective day of the Contract to March 31, 2026 (inclusive).
- 3.3. The Contractor shall perform the Services in accordance with the procedures and terms specified in the Contract.

4. **Warranty period**

- 4.1. The Supplier provides 3 (three) months warranty for the developed and delivered software.
- 4.2. **Software Maintenance:** Software maintenance is covered under **Maintenance Contract No. 010000/22-1243 | MAI-23-104489** or the subsequent agreement concluded by the Customer for an equivalent service and includes updates, bug fixes, and other services as defined in the said agreement.
- 4.3. **Maintenance Fees:** The fee for annual software maintenance is 215 000,00 € (two hundred fifteen thousand euros and 00 cents) per annum, as referenced in the Maintenance Contract. This fee is for future updates and is not to be paid within the scope of this Contract.

5. **Amount of performance security of the Contract**

Within 20 days after both parties have signed the Contract, the Contractor shall submit to the Customer the Contract Performance Security in the amount of **10% of the Contract Price**, in accordance with "PERFORMANCE OF OBLIGATIONS

3. **Līguma termiņš**

- 3.1. Līgums stājas spēkā tā abpusējas parakstīšanas brīdī un ir spēkā līdz Līgumā noteikto saistību pilnīgai izpildei.
- 3.2. Izpildītājs sniedz Pasūtītājam Pakalpojumus no Līguma abpusējas parakstīšanas brīža līdz 2026. gada 31.martam (ieskaitot).
- 3.3. Izpildītājs izpilda Pakalpojumus Līgumā noteiktajā kārtībā un termiņos.

4. **Garantijas termiņš**

- 4.1. Izpildītājs nodrošina 3 (trīs) mēnešu garantiju izstrādātajai un piegādātajai programmatūrai.
- 4.2. **Programmatūras uzturēšana:** Programmatūras uzturēšana tiek nodrošināta saskaņā ar **Uzturēšanas līgumu Nr. 010000/22-1243 | MAI-23-104489** vai Pasūtītāja turpmāk noslēgtu līgumu par līdzvērtīgu pakalpojumu un ietver atjauninājumus, kļūdu labojumus un citus pakalpojumus, kā noteikts minētajā līgumā.
- 4.3. Uzturēšanas maksas: Ikgadējā programmatūras uzturēšanas maksa ir 215 000,00 EUR (divi simti piecpadsmit tūkstoši euro un 00 centi) apmērā, kā norādīts Uzturēšanas līgumā. Šī maksa ir par turpmākajiem atjauninājumiem un nav jāmaksā šī Līguma ietvaros.

5. **Līguma izpildes nodrošinājuma summa**

- 5.1. **20 (divdesmit) dienu laikā** pēc Līguma abpusējas parakstīšanas, Izpildītājam jāiesniedz Pasūtītājam Līguma izpildes nodrošinājums **10% apmērā no Līguma cenās**, saskaņā ar "SAISTĪBU IZPILDES NODROŠINĀJUMA VEIDNI" (Pielikums Nr.11). Šī summa kopā sastāda **EUR 250**

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SECURITY TEMPLATE" (Annex No.11).
This amount totals EUR **250 000,00 (two hundred and fifty thousand euros and 00 cents).**

000,00 (divi simti piecdesmit tūkstoši euro un 00 centi).

6. Procedure of attraction of subcontractors

6.1. No subcontractors are attracted under the Contract.

7. Additional penalties

7.1. Special provisions of the Contract do not provide for additional penalties.

8. Additional terms

8.1. The following provisions of the Contract modify or supplement the referenced provisions of Annex No. 7 "GENERAL PROVISIONS" of the Contract.

8.1.1. Notwithstanding the provisions of Section 8 of Annex No. 7 "GENERAL PROVISIONS", all intellectual property rights in the Software and its versions shall vest in the Contractor. The Customer is granted a non-exclusive, non-transferable license to use the Software to provide services to its customers and for its own internal business purposes, subject to the limitations specified in this Contract. Within the scope of this Contract the Customer shall mean the Customer itself, as well as any affiliated companies of the Customer and technical service providers or consultants.

8.1.2. The Customer shall have the right to make backup copies of the Software for its own and the Licensees' use for installation and security purposes. The use of the software by third-party subcontractors shall comply with the terms set forth in this Contract.

8.1.3. The Customer shall not:
a. Modify, adapt, translate, or create derivative works based on the Software;

6. Apakšuzņēmēju piesaistes kārtība

6.1. Līguma ietvaros apakšuzņēmēji netiek piesaistīti.

7. Papildu līgumsodi

7.1. Līguma speciālie noteikumi papildu līgumsodus neparedz.

8. Papildu noteikumi

8.1. Līguma speciālie noteikumi groza vai papildina Līguma Pielikuma Nr. 7 "VISPĀRĪGIE NOTEIKUMI".

8.1.1. Neatkarīgi no Pielikuma Nr. 7 "VISPĀRĪGIE NOTEIKUMI" 8. sadaļas noteikumiem, visas intelektuālā īpašuma tiesības uz Programmatūru un tās versijām pieder Izpildītājam. Pasūtītājam tiek piešķirta neekskluzīva, nenododama licence Programmatūras izmantošanai pakalpojumu sniegšanai saviem klientiem un savām iekšējām biznesa vajadzībām, ievērojot šajā Līgumā noteiktos ierobežojumus. Šī Līguma ietvaros ar Pasūtītāju saprot pašu Pasūtītāju, kā arī jebkurus Pasūtītāja saistītos uzņēmumus un tehnisko pakalpojumu sniedzējus vai konsultantus.

8.1.2. Pasūtītājam ir tiesības izveidot Programmatūras rezerves kopijas savai un Licenču turētāju lietošanai instalācijas un drošības nolūkos. Trešo pušu apakšuzņēmēju programmatūras lietošanai jāatbilst šajā Līgumā noteiktajiem nosacījumiem.

8.1.3. Pasūtītājs nedrīkst:
a. Modificēt, pielāgot, tulkot vai veidot atvasinātus darbus, balstoties uz Programmatūru;

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- b. Reverse engineer, decompile, or disassemble the Software;
 - c. Sublicense, lease, rent, or otherwise transfer the Software to any third party;
 - d. Use the Software for any purpose other than as expressly permitted in this Contract.
- 8.1.4. Any third-party software or components included in the Software are subject to the respective licenses and terms of those third parties.
- 8.1.5. Exclusion of Indirect Damages:
Neither Party shall be liable for indirect damages, including but not limited to loss of profits, loss of revenue, business interruption, or any consequential damages arising from the execution of this Contract, except as provided by mandatory applicable laws.
- 8.1.6. Final Acceptance and Warranty Obligations:
- a. After the final acceptance of the developed software and services, any warranty claims shall be addressed and fulfilled under the terms and conditions specified in the License Maintenance Agreement.
 - b. The Contractor shall not be held liable for any defects or performance issues arising beyond the agreed warranty period, except as specified in the License Maintenance Agreement.
- 8.1.7. For clarity in contractual application, Clause 3.4 and Clause 6 of the General Provisions (Annex No7) shall be interpreted together, ensuring alignment of
- b. Veikt reverso inženieriju, dekompilēt vai izjaukt Programmatūru;
 - c. Sublicencēt, iznomāt, izīrēt vai citādi nodot Programmatūru trešajām pusēm;
 - d. Izmantot Programmatūru jebkādiem citiem mērķiem, kas nav skaidri atļauti šajā Līgumā.
- 8.1.4. Jebkura trešās puses programmatūra vai komponentes, kas iekļautas Programmatūrā, ir pakļautas attiecīgo trešo pušu licencēm un noteikumiem.
- 8.1.5. Atbildības ierobežojums attiecībā uz netiešajiem zaudējumiem:
Neviena no Pusēm nav atbildīga par netiešajiem zaudējumiem, tostarp, bet neaprobežojoties ar peļņas vai ieņēmumu zaudējumiem, komercdarbības darbības pārtraukšanu vai citiem izrietošiem zaudējumiem, kas rodas šī Līguma izpildes rezultātā, izņemot gadījumus, kad šāda atbildība ir noteikta piemērojamos obligātos normatīvajos aktos.
- 8.1.6. Galīgā pieņemšana un garantijas saistības:
- a. Pēc izstrādātās programmatūras un pakalpojumu galīgās pieņemšanas, visas garantijas prasības tiek izskatītas un izpildītas saskaņā ar Licences uzturēšanas līguma noteikumiem.
 - b. Izpildītājs nav atbildīgs par defektiem vai veiktspējas traucējumiem, kas radušies pēc vienošanās par garantijas termiņa beigām, ja vien citādi nav noteikts Licences uzturēšanas līgumā.
- 8.1.7. Lai nodrošinātu vienotu pienākumu un atbildības piemērošanu līdz garantijas termiņa beigām, Pielikuma Nr. 7 "VISPĀRĪGIE

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responsibilities and obligations until the conclusion of the warranty period.

8.1.8. In relation to Clause 3.5 of the General Provisions (Annex No. 7), the Customer and Contractor shall discuss on a case-by-case basis who will control litigation and settlement discussions, ensuring a mutually agreed approach to handling claims.

8.1.9. Warranty Handling and Troubleshooting

a. Defects reported during the warranty period will be handled according to priorities and service levels under the Maintenance Contract No. 010000/22-1243 | MAI-23-104489 or the subsequent agreement concluded by the Customer for an equivalent service.

b. Troubleshooting shall primarily be provided remotely, unless otherwise required for resolution.

8.1.10. The Parties agree that, when applying a penalty, they shall act in accordance with the applicable laws and regulations, as well as principles of good practice, ensuring that the penalty is determined in a fair and reasonable manner. The Parties further agree that cumulative penalties for the same breach shall be excluded.

8.2. The Contractor certifies and undertakes to ensure during the term of the Contract that (except for the case where the opinion of the competent state security authority has been received for the conclusion of the Contract):

8.2.1. it is registered in a member state of NATO, the European Union or the European Economic Area;

8.2.2. the true beneficiary of the Contractor is a citizen of a member state of NATO, the European Union or the European Economic Area, or

NOTEIKUMI" 3.4. un 6. punkts ir interpretējami kopā.

8.1.8. Attiecībā uz Pielikuma Nr. 7 "VISPĀRĪGIE NOTEIKUMI" 3.5. punktu, Pasūtītājs un Izpildītājs katrā atsevišķā gadījumā savstarpēji vienojas par to, kura Puse vadīs tiesvedību un izlīguma sarunas, lai nodrošinātu koordinētu pieeju prasību risināšanā.

8.1.9. Garantijas ietvaros ziņoto defektu apstrāde un novēršana

a. Garantijas periodā ziņotie defekti tiek apstrādāti atbilstoši prioritātēm un pakalpojumu līmeņiem, kas noteikti Uzturēšanas līgumā Nr. 010000/22-1243 | MAI-23-104489 vai Pasūtītāja turpmāk noslēgtā līgumā par līdzvērtīgu pakalpojumu.

b. Defektu novēršana galvenokārt tiek nodrošināta attālināti, ja vien problēmas raksturs neprasa klātienes iejaukšanos.

8.1.10. Puses vienojas, ka līgumsodu piemērošana notiek saskaņā ar spēkā esošajiem normatīvajiem aktiem un labas prakses principiem, nodrošinot, ka līgumsods ir samērīgs un pamatots. Puses papildus vienojas, ka par vienu un to pašu pārkāpumu netiek piemēroti kumulatīvi (atkārtoti) līgumsodi.

8.2. Izpildītājs apliecina un Līguma darbības laikā apņemas nodrošināt, ka (izņemot gadījumu, ja Līguma noslēgšanai saņemts kompetentās valsts drošības iestādes atzinums):

8.2.1. ir reģistrēts NATO, Eiropas Savienības vai Eiropas Ekonomikas zonas dalībvalstī;

8.2.2. Izpildītāja patiesais labuma guvējs ir NATO, Eiropas Savienības vai Eiropas Ekonomikas zonas

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| <p>a non-citizen of the Republic of Latvia;</p> <p>8.2.3. the manufacturer of the software or owner of any equipment used to provide the Services is a legal entity registered in a member state of NATO, the European Union or the European Economic Area, or a natural person who is a citizen of the Republic of Latvia, a citizen of a country of NATO, the European Union or the European Economic Area.</p> <p>8.3. The Contractor shall immediately notify the Customer's contact person specified in the Contract if the Beneficiary of the Contractor has changed.</p> <p>8.4. The Contract is immediately terminated if the Contractor no longer complies with any of the restrictions mentioned in clause 8.2. above apply to the Contractor and the competent national security authority has not approved the continuation of the Contract.</p> <p>8.5. In the event that, during the term of the Contract, changes are made to legal acts that affect the security of information and communication technologies or determine stricter cyber security requirements, the Contractor undertakes to ensure compliance with the aforementioned requirements, with the Parties making the necessary amendments to the Contract (if applicable).</p> <p>8.6. The Customer, in fulfilling the Contract, attracts investments from the planned REPowerEU investment for the modernization of electricity transmission and distribution networks and increasing the share of renewable energy sources in the energy supply system (hereinafter - REPowerEU) as provided for in the supplements to the Latvian Recovery and Resilience Plan. Within the framework of REPowerEU, Annex No.10 is added to the Contract in accordance with the regulatory requirements of REPowerEU, which is</p> | <p>dalībvalsts pilsonis vai Latvijas Republikas nepilsonis;</p> <p>8.2.3. pakalpojuma nodrošināšanai izmantotās programmatūras ražotājs vai jebkuras izmantotās iekārtas īpašnieks ir juridiska persona, kas reģistrēta NATO, Eiropas Savienības vai Eiropas Ekonomikas zonas dalībvalstī, vai fiziska persona, kas ir Latvijas Republikas valstspiederīgais, NATO, Eiropas Savienības vai Eiropas Ekonomikas zonas valsts pilsonis.</p> <p>8.3. Izpildītājs nekavējoties ziņo Līgumā norādītajai Pasūtītāja kontaktpersonai, ja Izpildītājam ir mainīties patiesā labuma guvējs.</p> <p>8.4. Līgums tiek nekavējoties izbeigts, ja Izpildītājs neatbilst kādam no 8.2. punktā noteiktajiem ierobežojumiem un kompetentā valsts drošības iestāde nav saskaņojusi Līguma turpināšanu.</p> <p>8.5. Gadījumā, ja Līguma darbības laikā tiek veiktas izmaiņas tiesību aktos, kas skar informācijas un komunikācijas tehnoloģiju drošību vai nosaka stingrākas kibernetikas drošības prasības, Izpildītājs apņemas nodrošināt atbilstību minētajām prasībām, Līdzējiem (ja attiecināms) izdarot nepieciešamos grozījumus Līgumā.</p> <p>8.6. Pasūtītājs, pildot Līgumu, piesaista investīcijas no plānotā REPowerEU ieguldījuma elektroenerģijas pārvades un sadales tīklu modernizācijai un atjaunojamo energoresursu īpatsvara palielināšanai energoapgādes sistēmā (turpmāk - REPowerEU), kā paredzēts Latvijas Atveseļošanas un noturības plāna papildinājumos. REPowerEU ietvaros Līgumam tiek pievienots Pielikums Nr.10 saskaņā ar REPowerEU normatīvajām prasībām, kas ir saistošs Pusēm. Ja Līguma noteikumi ir pretrunā ar normatīvo aktu noteikumiem REPowerEU ietvaros, šī Līguma Pielikuma Nr.10 noteikumi prevalē</p> |
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*Project "AS "Sadales tīkls" electricity distribution network modernization",
REPowerEU, No. 7.1.1.2.i.0/1/24/I/CFLA/001/
Projekts "AS "Sadales tīkls" elektroenerģijas sadales tīkla modernizācija",
REPowerEU, Nr.7.1.1.2.i.0/1/24/I/CFLA/001*

binding on the Parties. If the terms of the Contract are in conflict with the provisions of the regulatory acts within the framework of REPowerEU, the provisions of Annex No.10 of this Contract shall prevail over other provisions and annexes of the Contract.

pār citiem Līguma noteikumiem un pielikumiem.

8.7. If there is a conflict in the General Terms and Conditions of the Contract or the Special Terms and Conditions of the Contract, including any annexes to the Special Terms and Conditions of the Contract in connection with the provisions of the laws and regulations within the scope of the Recovery and Stability Mechanism Plan (hereinafter - RSM), the provisions of the Annex No. 10 "REQUIREMENTS FOR ATTRACTING FUNDING FROM THE EUROPEAN UNION RECOVERY AND RESILIENCE FACILITY PLAN" to this Contract shall prevail over the above terms and conditions and annexes of the Contract.

8.7. Ja pastāv pretruna Līguma Vispārīgajos noteikumos vai Līguma Speciālajos noteikumos, ieskaitot jebkurus Līguma Speciālo noteikumu pielikumus saistībā ar normatīvo aktu noteikumiem Atveseļošanas un noturības mehānisma plāna (turpmāk - ANM) ietvaros, šī Līguma Pielikuma Nr.10 "PRASĪBAS EIROPAS SAVIENĪBAS ATVESEĻOŠANAS UN NOTURĪBAS MEHĀNISMA PLĀNA FINANSĒJUMA PIESAISTEI" noteikumi prevalē pār iepriekš minētajiem Līguma noteikumiem un pielikumiem.

9. Annexes to the Contract (attached as a separate files)

- 9.1. Annex No. 1 – TECHNICAL SPECIFICATION FOR PROCUREMENT TRIMBLE DMS SYSTEM DEVELOPMENT PROJECT;
- 9.2. ANNEX NO.2 – LICENSES AND THEIR GEOGRAPHICAL COVERAGE;
- 9.3. ANNEX NO.3 – PRICES OF LICENCES AND AMOUNT OF SERVICES;
- 9.4. ANNEX NO.4 – SOFTWARE DELIVERY AND ACCEPTANCE TESTING;
- 9.5. ANNEX NO.5 – AUTHORISED PERSONS AND CONTACT PERSONS;
- 9.6. ANNEX NO.6 – IT SECURITY RULES;
- 9.7. ANNEX NO.7 – GENERAL PROVISIONS;
- 9.8. ANNEX NO.8 – IMPLEMENTATION PROCESS;
- 9.9. ANNEX NO.9 – TERMS AND CONDITIONS OF PERSONAL DATA PROTECTION;

9. Līguma pielikumi (pievienoti kā atsevišķi faili)

- 9.1. Pielikums Nr. 1 - TEHNISKĀ SPECIFIKĀCIJA IEPIRKUMAM TRIMBLE DMS SISTĒMAS ATTĪSTĪBAS PROJEKTAM;
- 9.2. PIELIKUMS NR.2 - LICENCES UN TO ĢEOGRĀFISKAIS PĀRKLĀJUMS;
- 9.3. PIELIKUMS NR.3 - LICENČU CENAS UN PAKALPOJUMU APJOMS;
- 9.4. PIELIKUMS NR.4 - PROGRAMMATŪRAS PIEGĀDE UN PIENĒMŠANAS TESTĒŠANA;
- 9.5. PIELIKUMS NR.5 - PILNVAROTĀS PERSONAS UN KONTAKTPERSONAS;
- 9.6. PIELIKUMS NR.6 - IT DROŠĪBAS NOTEIKUMI;
- 9.7. PIELIKUMS NR.7 - VISPĀRĪGIE NOTEIKUMI;
- 9.8. PIELIKUMS NR.8 - IEVIEŠANAS PROCESS;
- 9.9. PIELIKUMS NR.9 - PERSONAS DATU AIZSARDZĪBAS NOTEIKUMI;

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Projekts "AS "Sadales tīkls" elektroenerģijas sadales tīkla modernizācija",
REPowerEU, Nr.7.1.1.2.i.0/1/24/I/CFLA/001*

- 9.10. ANNEX NO.10 – REQUIREMENTS FOR ATTRACTING FUNDING FROM THE EUROPEAN UNION RECOVERY AND RESILIENCE FACILITY PLAN;
9.11. ANNEX NO.11 – PERFORMANCE OF OBLIGATIONS SECURITY TEMPLATE.

10. Signatures of the Parties

- 10.1. By signing these special provisions of the Contract, the Parties agree to the general provisions of the Contract and Annexes to the Contract as appended.
10.2. The Contract with annexes has been signed with a secure electronic signature and contains a time stamp. The Contractor shall send the Contract signed with a secure electronic signature and containing a time stamp within one working day of signing the Contract to the Customer's e-mail: [...]. The date of signing of the Contract is the date of the last enclosed safe electronic signature and its time stamp.

- 9.10. PIELIKUMS NR.10 - PRASĪBAS EIROPAS SAVIENĪBAS ATVESEĻOŠANAS UN NOTURĪBAS MEHĀNISMA PLĀNA FINANSĒJUMA PIESAISTEI;

- 9.11. PIELIKUMS NR.11 - SAISTĪBU IZPILDES NODROŠINĀJUMA VEIDNE.

10. Līdzēju paraksti

- 10.1. Parakstot šos Līguma speciālos noteikumus, Līdzēji piekrīt Līguma vispārīgajiem noteikumiem un Līguma pielikumiem to pievienotajā redakcijā.
10.2. Līgums kopā ar pielikumiem ir parakstīts ar drošu elektronisku parakstu un satur laika zīmogu. Izpildītājs ar drošu elektronisku parakstu parakstītu un laika zīmogu saturošu Līgumu vienas darba dienas laikā pēc Līguma parakstīšanas nosūta uz Pasūtītāja e-pasta adresi: [...]. Līguma parakstīšanas datums ir pēdējā pievienotā droša elektroniskā paraksta un tā laika zīmoga datums.

CUSTOMER/PASŪTĪTĀJS
Latvenergo AS

[...]

[...]

CONTRACTOR/IZPILDĪTĀJS
Trimble Finland Oy

[...]

GENERAL PROVISIONS

1. Structure of the Contract

1.1 The Contract consists of:

- 1.1.1 Special Terms and Conditions;
- 1.1.2 General Terms and Conditions;
- 1.1.3 Annexes.

- 1.2 If any contradictions between the special provisions of the Contract, general provisions of the Contract and/or annexes to the Contract arise when interpreting the content of the Contract, the special provisions of the Contract shall prevail primarily, the general provisions of the Contract shall prevail secondarily, while annexes to the Contract shall prevail in the order, in which they are specified in Clause 9 of the special provisions of the Contract.
- 1.3 The concepts defined in the special provisions of the Contract are used in the general provisions of the Contract and annexes to the Contract.
- 1.4 The procedure for performance of the Contract applicable from the general provisions of the Contract shall be determined in the special provisions of the Contract, and it depends on whether the System Maintenance and/or Adaptation is provided.

2. Procedure for performance of the Contract

(A) Application for services

Maintenance

- 2.1 Maintenance work shall be deemed agreed and handed over to the Contractor for performance on the date of entry into force of the Contract, in accordance with the Annexes to the Contract.

Adaptation

- 2.2 Adaptation works shall be notified in writing and agreed between the authorised persons of the Parties in accordance with the procedures set forth in the Annexes to the Contract.

(B) Performance and Delivery-Acceptance of Services

Maintenance and Adaptation

- 2.3 The Contractor shall perform the Services in accordance with the procedures, terms and other provisions specified in the Annexes to the Contract.
- 2.4 The Services (or parts thereof) shall be deemed completed and delivered to the Customer if the Service Performance Delivery-Acceptance Report has been mutually signed, or in accordance with the procedure specified in the Annexes to the Contract, if it determines otherwise.
- 2.5 When accepting the Service, the Customer shall be entitled to reject the performance of the Service (or part thereof), as well as refuse to pay, if the works provided within the framework of it (incl. materials, equipment) fail to conform to the provisions of the Contract and/or are not fully completed. In this event, the authorised representative of the Customer shall draw up a statement of defects that shall be signed by the authorised representatives of the Parties. If the Contractor's authorised representative does not sign the statement of defects within 3 (three) business days of receiving the notice, the statement of defects prepared by the Customer's authorised person shall be binding upon the Contractor. No later than 10 (ten) business days after the date when the statement of defects has been signed, the Contractor shall eliminate the defects specified in this statement of defects at their own expense and pay a penalty to the Customer for delayed fulfilment of the Service in accordance with Clause 4.3 of the general provisions of the Contract. The term for elimination of the defects indicated in this statement shall not be deemed as an extension of the term for the performance of the Service (or the relevant parts thereof).
- 2.6 Repeated delivery-acceptance of the Service shall take place after the elimination of the faults specified in the statement of defects in accordance with the delivery and acceptance procedure of the Services laid down in the Contract.
- 2.7 If the Service performance result is not useful and/or usable for the Customer due to the delayed Service delivery, the Customer has the right to refuse to accept and pay for the Service (or the specific stage/part thereof).
- 2.8 Interim reports on the Services performed in the previous month (or any other period defined by the Parties) shall not be deemed as Service acceptance document, but shall serve as a basis for issuing a document (invoice) and payment in parts, if the respective interim report has been signed by both Parties.

(C) Settlements

- 2.9 Total Contract Price for Services consists of Maintenance and Adaptation works together; it is determined in the Special Conditions of the Contract in compliance with the works and prices determined in annexes to the Contract. The total Contract Price includes any related costs, including, but not limited to, costs of delivery, installation, articles, equipment, works, transport, and other, as well as any applicable taxes and duties. If the Parties have agreed on payment of the Contract Price in separate parts, the stages of Works shall be specified in the annex to the Contract.

- 2.10 The Parties shall issue and send invoices to each other to the e-mail or postal address, if any, of the contact person of the Party specified in the annex to the Contract (Authorised Persons and Contact Persons). Invoices may be issued and delivered at the Order acceptance place during delivery and acceptance of the Order. The Contractor shall ensure its compliance with the requirements of credit and payment institutions for the performance of settlements with the Customer provided for in the Contract (the Customer's credit institution is indicated in the details of the Contract).
- 2.11 Unless special provisions of the Contract provide otherwise, payment for the performance of the Order shall be made by post-payment. Post-payment for the performance of the Service shall be made by transfer to the account of the Contractor's credit institution indicated in the invoice issued by the Contractor, which corresponds to the account of the Contractor's credit institution specified in the Contract. The Customer shall make the payment within 30 (thirty) days of performance of the Service (or its stage), signing of the respective document on delivery and acceptance of the Order or its part (product delivery document, interim report, delivery and acceptance report) by both parties, and receiving the relevant supporting invoice from the Contractor. The date of the payment order of the Customer shall be deemed the date of payment.
- 2.12 If the Parties agree on a Contract Amount payment procedure with partial or full prepayment in the special provisions of the Contract, the Customer shall make prepayments in the amounts and within the deadlines specified in the special provisions of the Contract having received a respective invoice from the Contractor. After full performance of the Service and mutual signing of the relevant document (product delivery note and/or delivery-acceptance report), the Contractor shall submit the Customer an invoice indicating the total amount, the prepaid amount received and the remaining unpaid Contract Price, if any.
- 2.13 If the Contractor receives a prepayment and has not performed the Service in accordance with the provisions of the Contract and as a result of this the performed Service or part thereof is not or cannot be accepted, the Contractor shall pay the value of this Service or its unaccepted part to the Customer. In this event, the Contractor shall issue a credit invoice to the Customer and shall return the received payment for the unfulfilled and/or unaccepted part of the Service within 10 (ten) days of the date set for fulfilment of the Service.

3. Liability of the Parties

- 3.1 Until the Service is completely fulfilled and delivered, the Contractor shall:
- 3.1.1 bear all the risk for complete or partial destruction of the Service;
 - 3.1.2 bear all risks for accidents with persons, damage or destruction of materials, equipment or other property (both the Customer's and third persons'), also including an accidental case;
 - 3.1.3 be liable for compliance with the requirements of labour safety, fire safety, environmental protection as well as other applicable laws and regulations regulating the performance of such Service.
- 3.2 The Parties shall be liable for direct losses caused to the other Party as a result of their acts/omissions.
- 3.3 The Customer shall be entitled to withhold, on a no contestation basis, any applicable penalties and/or inflicted direct losses from the Contract Performance Security, if any, and/or withhold the amount of the penalty and/or direct losses by the way of set off by reducing the amount of payment to be made to the Contractor, and/or issue a penalty invoice to the Contractor.
- 3.4 The Contractor guarantees and ensures good quality, functional operation, safe use, compliance of the Service performance with the manufacturer's technical documentation, standards determined in the Republic of Latvia, the provisions of this Contract and the Order Specification, a quality certificate and/or certificate of conformity and regulatory enactments of the Republic of Latvia.
- 3.5 If the performance of the Service by the Contractor results in an intellectual property infringement and a claim is brought against the Customer, the Contractor undertakes to cover all the costs and direct losses resulting from the Customer's efforts to refute these claims. The Contractor shall also cover all expenses and indemnify any losses awarded to the third parties. Upon agreement with the Customer, the Contractor, at its own cost, may provide the Customer with the right to continue to use the result of the performed Service, to replace or alter it in a manner not creating the intellectual property infringements.
- 3.6 In the Customer's approved politics it is determined that the Customer's employees and cooperation partners, including the Contractor and its subcontractors, shall observe high ethics standards in their operations. According to the politics, in the case if the Customer has fundamental suspicions about corrupt or fraudulent actions in relation to fulfilment of the Contract, the Customer is entitled during the performance of the Service and within 365 days after the termination of the Contract, to require information and/or to carry out an audit/check in relation to fulfilment of the Contract. The Customer selects the performer of the audit/check and pays for its services. The information gained as a result of the audit/check shall be deemed confidential and shall not be disclosed to third persons. The Customer ensures that the auditor observes the terms of the Contract regarding confidentiality. The Contractor's duty is to incorporate the requirements stipulated herein in the contracts that the Contractor concludes with the subcontractors to ensure the fulfilment of this Contract. If the Customer establishes that the Contractor or its subcontractors do not cooperate with the Customer in fulfilling this clause, then the Customer has the right to unilaterally terminate the Contract with one month's written notice.
- 3.7 By signing the Contract, the Parties declare that international sanctions and national sanctions will be observed

in the fulfilment of the Contract (including such sanctions imposed by a member state of the North Atlantic Treaty Organization, that significantly affect the interests of financial and capital market participants or the interests of financial and capital market according to the legislation of the Financial and Capital Market Commission), within the meaning of the Law on International Sanctions and National Sanctions of the Republic of Latvia and legal acts issued on the basis thereof (hereinafter - Sanctions) and will take all necessary actions to ensure that the Parties' cooperation with their subcontractors does not create any additional Sanction risks for the other Party, including but not limited to ensuring cooperation of the Parties with such subcontractors, whose member or shareholder structure is clear and verifiable.

- 3.8 The Party shall immediately notify the other Party in due course if it has established a breach of such Sanctions in relation to the performance of the Contract in its own or its subcontractors' activities or any relation of the Board or Council members, direct or indirect members, shareholders, beneficial owners with the Sanctions, or the prosecution or punishment of the Party itself or the above-mentioned persons related to it in the European Union due to money laundering, terrorism or its financing, violations of the movement of goods of strategic importance.
- 3.9 At the request of the Customer, in order to ensure that the Customer can verify the compliance with the Sanctions, no later than within 5 (five) working days, unless the Parties have agreed on another term, the Contractor is obliged to provide the Customer with:
- 3.9.1 information based on verifiable facts (for natural persons - name, surname, year of birth, country of citizenship for legal persons - name, country of registration, registration number) about members of the Contractor's board or council, direct or indirect members, shareholders, beneficial owners or persons who otherwise effectively control the Contractor;
- 3.9.2 information or documents regarding the country of origin of the goods and/or materials required for the performance of the Contract, their manufacturer, delivery route, if such goods and/or materials are subject to import, export or transit restrictions according to the legislation of the European Union during the term of the Contract or were subject to such restrictions 12 (twelve) months prior to the conclusion of the Contract.
- 3.10 The Contractor acknowledges and agrees that in accordance with the requirements of the national security legislation of the Republic of Latvia, the Contractor and its employee(s) may be denied or revoked the already issued permit/access to the generation and administrative facilities of Latvenergo AS. In the event that this permission/access to a particular employee is denied or revoked, the Contractor undertakes to replace the respective employee with another suitably qualified employee as soon as possible, but not later than within 1 (one) month, and does not make any claims against the Customer, nor does it demand reimbursement of the losses incurred in relation to such a change of employee. If the replacement of an employee cannot be done within this term, the Parties have the right to agree on an extension of the Agreement term for a period during which the Contractor, objectively proving the circumstances, undertakes to replace the employee or the Parties agree to terminate the Contract.
- 3.11 The Contractor ensures that goods and/or materials originating in the Russian Federation or the Republic of Belarus will not be used in the performance of the Contract, unless stricter restrictions are not applied by the Special provisions of the Contract. Within the scope of the Contract, software, its components or other deliverables of the Contractor provided for in accordance with the subject of the Special provisions of the Contract shall also be considered as goods.
- 3.12 The Contractor undertakes to ensure the traceability of the supply chain of the goods and/or materials and their components necessary for the performance of the Contract. Within 5 (five) working days upon the request of the Customer, the Contractor is obliged to submit to the Customer information or documents about the country of origin of the goods and/or materials or their components necessary for the performance of the Contract, the manufacturer and delivery routes. If the Contractor cannot submit the requested information or documents within the specified period, or if the Customer determines that the clause 3.11 of the General Provisions of the Contract has been breached, or the requirements included in the Special provisions of the Contract regarding the critical infrastructure information and communication technologies have been violated, the Customer has the right to terminate the Contract in accordance section 12 of the General provisions of the Contract.

4. Penalties

- 4.1 The payment of the penalty shall not release the Parties from the fulfilment of their obligations stipulated herein and the award of direct losses.
- 4.2 Penalty invoices, if any, shall be paid within the deadline specified in the invoice, which is not shorter than 10 (ten) business days of the date of issuing the invoice.

Contractor's penalties

- 4.3 For a failure to respect the deadline under the Contract (also including the Service performance deadline), the Contractor shall pay a penalty of 0.5% (zero point five per cent) of the amount of the delayed performance, excluding VAT for each day of delay, but not exceeding 10% (ten per cent) of the amount of the delayed

performance, excluding VAT.

- 4.4 If the performance of the Service or part thereof is not compliant (quality, functionality, specification) with the provisions of the Contract, the Contractor shall pay a penalty of 10% (ten per cent) of the amount of the improperly performed Service or part thereof, excluding VAT.
- 4.5 If the Customer has terminated the Contract based on the basis of Clause 12.2 and/or 12.3 of the general provisions of the Contract, the Contractor shall pay a penalty for the default of liabilities in the amount of 10% (ten per cent) of the Contract Price, excluding VAT.
- 4.6 During the validity period of the Contract the Contractor undertakes to prevent any parallel (simultaneous) employment of Customer's employees and not to conclude any employment contracts or other civil liability contracts on the performance of certain work with any employee of the Customer. Employment contracts or other civil liability contracts on the performance of certain work with such an employee of the Customer can only be concluded, if the written consent of the Customer is received. If there has been parallel (simultaneous) employment of the Customer's employee without the Customer's consent and the Contractor is unable to prove that actions have been taken to ensure the fulfilment of the prohibition of parallel (simultaneous) employment of the Customer's employee by the Contractor (for example, a certification of the employee has been received that there is no legal employment relationship between the employee and the Customer), the Customer shall be entitled to calculate a penalty amounting to 5 (five) minimum monthly wages defined in the Republic of Latvia for each such violation. The Parties agree that the employment restriction set in this Clause shall only apply to parallel (simultaneous) employment of an employee by the Customer and the Contractor, and it has no effect on the usual consecutive turnover of personnel on the labour market, as a result of which an employee ends a labour employment relationship with the Customer and establishes a labour employment relationship with the Contractor.

Customer's penalties

- 4.7 For a failure to respect the payment deadline the Customer shall pay a penalty of 0.5% (zero point five per cent) of the amount of the outstanding payment without VAT for each day of delay, but no more than 10% (ten per cent) of the amount of the outstanding payment without VAT.
- 4.8 If the Contractor has terminated the Contract based on Clause 12.4. of the general provisions of the Contract, the Customer shall pay a penalty for the default of liabilities in the amount of 10% (ten per cent) of the Contract Price, excluding VAT.
- 4.9 The contractual penalty stated in Clause 4.7 and 4.8 of the general provisions shall not be calculated in cases, when the Contractor and/or the persons stated in Clause 12.3.1 of the general provisions are subject to Sanctions and, therefore, settlement of payment is impossible.

5. Rules of Contract Performance Security

- 5.1 The provisions of this section shall apply, if special provisions of the Contract provide for the Contractor's duty to submit Contract Performance Security.
- 5.2 Contract Performance Security can be submitted as:
 - 5.2.1 a guarantee of a credit institution;
 - 5.2.2 an insurance policy;
 - 5.2.3 if provided for by documents of the procurement procedure of the Contract and/or special provisions of the Contract – as crediting of money to the Customer's account in a credit institution.
- 5.3 The Contract Performance Security, regardless of the submitted type of Contract Performance Security, shall provide for the unconditional duty of the submitter of the security to pay security for the requested amount to the Customer at the Customer's first demand. The content of Contract Performance Security shall be approved by the Customer.
- 5.4 If the Contract Performance Security is submitted as an insurance policy, it should state that the insurance policy is irrevocable and should be fulfilled unconditionally at the first written request of the Customer, and the required amount of the security should be paid no later than within 30 (thirty) days of submission of request, without asking the Customer to justify its claim, and that the included insurance conditions cannot cumbersome or change in any way this procedure of payment of security amount. The insurance premium should be paid in full, and the Contractor shall submit the document, certifying payment of the premium, to the Customer along with the insurance policy.
- 5.5 The Contract Performance Security (either credit institution guarantee or insurance policy) should state that it is governed by the ICC Uniform Rules for Demand Guarantees, ICC Publication No. 758, and all disputes related to this security shall be settled by the court of the Republic of Latvia.
- 5.6 The Contract Performance Security shall be effective until the complete performance and acceptance of the Service and for 30 (thirty) days thereafter. If the Service is not performed within the deadline set in the Contract or the Parties agree on an extension of the validity period of the Contract, the Contractor shall be liable to extend the Contract Performance Security for the period equal to the extension of the Service performance period.
- 5.7 In the case that a guarantee of a credit institution or an insurance policy is submitted, the Contractor should submit the original document to the Customer.
- 5.8 The Customer shall withhold the Contract Performance Security:

- 5.8.1 to compensate for any direct losses inflicted upon the Customer and/or withhold the penalties applied to the Contractor – in the amount of these payments;
- 5.8.2 if the Contract Performance Security should be extended in accordance with Clause 5.6. of the general provisions of the Contract, but the Contractor does not do this – in the full amount.
- 5.9 The Contract Performance Security shall be returned and/or terminated by the Customer as follows:
 - 5.9.1 In the case that a guarantee of a credit institution or an insurance policy is provided as the Contract Performance Security, the Customer, if the submitter of the Contract Performance Security requests this, shall send them a written notice relieving the Contractor of the liabilities and/or shall return originals of the documents of Contract Performance Security.
 - 5.9.2 In the case that crediting of money is provided as the Contract Performance Security, the Customer shall transfer it in full or in the amount that has remained or was not withheld to the Contractor's account with a credit institution specified in the Contract within 10 (ten) business days of termination of the Contract Performance Security in accordance with Clause 5.6 of the general provisions of the Contract.

6. Warranty

- 6.1 The provisions of this section shall only apply, if the special provisions of the Contract provide for a warranty period.
- 6.2 The Contractor undertakes responsibility for faults and deficiencies in the Service that have occurred within the warranty period.
- 6.3 The Contractor's warranty does not cover proven defects, damage or failures that occur due to:
 - 6.3.1 use of the Service by the Customer contrary to the usage guidelines (manufacturer's instructions);
 - 6.3.2 provable users' negligence, improper usage or intentional damage of the Service;
 - 6.3.3 unauthorised alteration, repair or inspection, use of non-approved components or assembly or connection of the constituent parts (components) of the Service in a way that contradicts the manufacturer's instructions;
 - 6.3.4 force majeure circumstances.
- 6.4 The Contractor, within the warranty period and after the receipt of a written notice from the Customer, undertakes to eliminate damage, failures or inconformity to the requirements of the Contract or the laws and regulations at its own cost. When sending the notice, the Customer shall indicate the place and the time when the Contractor should arrive for the preparation of the statement of defects. The term stipulated by the Customer shall not be shorter than 3 (three) business days unless the Parties agree otherwise. The above mentioned three (3) business day term shall not apply to accidents or other emergency situations when the Contractor shall arrive promptly (no later than within a twenty four (24) hour period).
- 6.5 Within the stipulated term the Parties shall prepare the statement of defects, indicating damage, incompliance or failures in the performance of the Services, as well as the term for their elimination. If the Contractor fails to arrive for preparation of the statement of defects within the stipulated term, the Customer shall unilaterally prepare this statement of defects that shall be binding to the Contractor.
- 6.6 If the Parties preparing the statement of defects fail to agree on the defects identified, applicability of the warranty or terms necessary for the elimination of the defects, or quality of the works performed within the framework of the warranty, the Parties may agree on the involvement of an expert commission (up to three experts) in the resolution of the dispute and its opinion shall be decisive. The Parties shall cover the expenses of the expert commission in equal parts.
- 6.7 If the Contractor fails to eliminate the defects to which the warranty is applicable within the stipulated term or the Parties cannot agree on the expert commission, the Customer shall be entitled to eliminate the defects and/or failures by itself or by the involvement of third parties. In such event, the Contractor compensates the Customer for all expenses related to the elimination of the defects.

7. Authorisation

- 7.1 Any authorisations issued and contact persons designated for the purposes of fulfilment of the Contract are specified in the annex to the Contract (Authorised Persons and Contact Persons).

8. Property rights

- 8.1 All property rights to the Service and its performance, as well as related preparations and documentation (projects, drawings) after payment of the Contract Price in full amount belong to the Customer.
- 8.2 The Customer shall have the economic rights to the objects of copyright created as a result of performance of the Contract.
- 8.3 After making payment for the goods in full, all the property rights relating to the goods shall be transferred to the Customer.

9. Subcontractors and Contractor's qualified personnel

- 9.1 In case if the Contract has been concluded as a result of a procurement procedure where the qualification of personnel was evaluated, the list of such personnel and the justification for their qualifications shall be indicated in Annex (List of qualified personnel of the Contractor, the justification of their qualifications). The Contractor ensures compliance of the qualification of the personnel included in Annex throughout the duration of the Contract, changes to the list of qualified personnel (relevant Annex) are possible only with the prior written permission of the Customer. The Customer shall not agree to the change of the personnel in cases when the offered personnel does not meet the requirements brought forward for the personnel in the procurement procedure documents or it does not have at least the same qualification and experience as for the personnel specified in Annex.
- 9.2 The list of subcontractors and works delegated to the subcontractors is determined in the annex to the Contract (List of Subcontractors and Works Delegated to Them). The Contractor shall only have the right to replace subcontractors or involve additional subcontractors upon prior written agreement with the Customer.
- 9.3 The Contractor assumes full responsibility for work performed by the subcontractors, for compliance with the deadlines of work performed by the subcontractors, losses incurred, as well as remuneration of the subcontractors.
- 9.4 The Customer shall not be held liable for the Contractor's obligations assumed towards subcontractors or third parties in order to ensure the performance of the Contract or in relation to the Contract.
- 9.5 The procedure of attraction of subcontractors applied by the Parties shall be specified in the special provisions of the Contract.

(A) Simplified procedure

- 9.6 When applying the simplified subcontractor attraction procedure, the Contractor shall submit a written application to the Customer on the change of subcontractors or the involvement of additional subcontractors, or amendments to the list of works entrusted to subcontractors. The involvement of subcontractors cannot be in conflict with provisions of the Contract, as well as the procurement procedure, if the Contract has been concluded as a result of a procurement procedure. After examination of the application and approval of the changes proposed by the Contractor by the Customer, the Parties shall add or amend the annex to the Contract (List of Subcontractors and Works Delegated to Them) in accordance with Clause 13.3 of the general provisions of the Contract.

(B) Procedure in accordance with the requirements of the Law On the Procurement of Public Service Providers

- 9.7 When involving a subcontractor in accordance with the requirements of the Law On the Procurement of Public Service Providers (hereinafter – the LPPSP), the Contractor shall submit the Customer a written application on the replacement of subcontractors or on the engagement of additional subcontractors, or amendments to the List of Works entrusted to the subcontractors accompanied by a memorandum of agreement with said subcontractor, as well as documents attesting to the subcontractor's qualification in the amount requested in the LPPSP and the procurement procedure documents.
- 9.8 The Customer shall not approve the replacement or involvement of subcontractors in the event of any of the following:
 - 9.8.1 the subcontractor offered does not conform with the requirements for subcontractors laid down in the LPPSP and the procurement procedure documents;
 - 9.8.2 the subcontractor whose abilities the Contractor relied upon to certify its compliance with the requirements set in the procurement procedure documents is replaced, and the offered subcontractor does not have at least the same qualification, to which the Contractor referred when certifying its compliance with the requirements of the procurement procedure, or it meets the tenderer exclusion conditions listed in the LPPSP and the documents of the procurement procedure;
 - 9.8.3 replacement of the subcontractor would require amending the procurement tender in a way that would have affected the choice of tender in accordance with the tender assessment criteria stated in the procurement procedure documents, had they been included initially.
- 9.9 The Customer approves the replacement of the subcontractor, provided that the conditions referred to in Clause 9.8 of the general provisions of the Contract do not apply to the new subcontractor, in the following cases:
 - 9.9.1 the subcontractor specified in the annex to the Contract (List of Subcontractors and Works Delegated to Them) has submitted a written notice on withdrawal from the performance of the Contract;
 - 9.9.2 the subcontractor specified in the annex to the Contract (List of Subcontractors and Works Delegated to Them) meets the tenderer exclusion conditions stated in the LPPSP and the procurement documents.
- 9.10 The Customer shall not agree to the attraction of a new subcontractor in case when such changes, if they would have been made in the initial tender, would have influenced the selection of the tender according to the tender evaluation criteria specified in the procurement procedure documents.
- 9.11 If the Customer agrees with the changes applied for by the Contractor, the Parties shall amend/supplement the Annex to the Contract accordingly (List of subcontractors and works transferred to them) in accordance with Clause 13.3 of the General Terms and Conditions of the Contract.

10. Personal data protection

- 10.1 In order to provide the possibility for fulfilling the provisions of the Contract, including the circulation of information, as well as to perform the legal obligations attributable to the Parties and to meet the legitimate interests of the Parties, the Parties shall be entitled to process personal data obtained from the other Party, subject to the requirements of laws and regulations for the processing and protection of such data, including, but not limited to, the requirements of General Data Protection Regulation ((EU) 2016/679).
- 10.2 A Party disclosing the personal data to the other Party for processing shall be responsible for ensuring the legal basis for the processing of personal data of the respective data subjects. The Party obtaining a person's data within the scope of fulfilment of the Contract shall be deemed the controller of the obtained personal data and shall be responsible for further compliance of the processing of these personal data with the requirements of regulatory enactments.
- 10.3 If the fulfilment of the subject of the Contract (Service) provides that one of the Parties (processor) processes personal data at the instruction of the other Party (controller), such processing of personal data shall take place in accordance with the Rules of processing of personal data appended to this Contract as a separate annex.

11. Force majeure

- 11.1 Neither Party shall have any liability for the full or partial failure to fulfil any obligations under this Contract if such failure to fulfil the obligations occurred due to force-majeure circumstances occurring after signing of the Contract and which the Parties could not foresee and prevent.
- 11.2 Such circumstances include fires, acts of war, terrorist attacks, epidemic and pandemic, natural disaster as well as other circumstances beyond the possible limits of control or impact of the Parties.
- 11.3 Non-fulfilment or undue performance of obligations by the Contractor, suppliers and other involved persons shall not be deemed as force majeure circumstance.
- 11.4 A Party referring to force-majeure circumstance shall notify the other Party of such within 3 (three) days, specifying the possible term for the fulfilment of obligations.
- 11.5 If due to force-majeure circumstances, the fulfilment of the Contract is delayed for more than 30 (thirty) days, each Party has the right to terminate the Contract unilaterally. If the Contract is terminated in such way, neither Party may claim for the compensation of damages from the other Party.

12. Termination of the Contract

- 12.1 The Contract may be terminated by mutual written agreement by the Parties or according to the provisions of the Contract.
- 12.2 The Customer shall have the right to terminate the Contract or its part unilaterally by sending a written notice to the Contractor if at least one of the following events has occurred:
 - 12.2.1 the Contractor fails to perform the Service or part thereof within 10 (ten) business days counting from the next day after expiry of the delivery term specified in the Contract;
 - 12.2.2 the Contractor fails to perform any other obligations or duties provided by the Contract and the Customer has not eliminated such failure within 10 (ten) business days after receipt of the relevant written notice of the Customer;
 - 12.2.3 after signing the statement of defects the Contractor repeatedly delivers the Service not meeting provisions of the Contract and/or 2 (two) statements of defects have already been prepared, and/or the Contractor has not eliminated faults in accordance with Clause 2.5 of the general provisions of the Contract;
 - 12.2.4 The Contractor fails to submit the Contract Performance Security within the time period specified in the Contract or if the provided Contract Performance Security has become invalid;
 - 12.2.5 If the Contractor's insolvency proceedings have been announced, the Contractor's economic activity has been suspended or the Contractor is being liquidated;
 - 12.2.6 It has been established that during the procurement procedure the Contractor has provided false information for the assessment of its qualifications;
 - 12.2.7 The Contractor or any other person among the Contractor's staff, representatives or subcontractors has given or offered (directly or indirectly) to any person a bribe, gift, gratitude money, commission money or any other valuable item as an incentive or reward for the performance or non-performance of any activity, or for showing or not showing favour or disfavour towards any person in connection with this Contract;
 - 12.2.8 The Contractor or any person among the Contractor's staff, representatives or subcontractors, pursuant to the procedure prescribed by law, has been found guilty of illegal action in connection with the performance of this Contract;
 - 12.2.9 It is detected that the Contractor or any of the Contractor's personnel, representatives or subcontractors is involved in business relationships that create a conflict of interest situation regarding the implementation of the Contract;

- 12.2.10 The Contractor has committed a severe violation of professional activity, which calls into question its honesty, or has failed to perform a procurement contract, framework agreement or concession agreement with the Customer, and it is admitted by a decision of competent institution or court judgment, which has come into force and has become indisputable and non-appealable.
- 12.3 By sending a written notice to the Contractor, the Customer is entitled to unilaterally terminate the Contract or a part thereof, and as a result of such actions the Customer shall not incur legal liability, including civil liability, if at least one of the following cases has occurred:
- 12.3.1 sanctions have been imposed on the Contractor, a member of its board or council, a beneficial owner, an authorised representative or a procurator, a person authorized to represent the Contractor in activities associated with its branch or a member of partnership, a member of its board or council, a beneficial owner, an authorised representative or a procurator, if the Contractor is a partnership, on its subcontractor and, as a result, performance of the Contract is difficult or impossible;
- 12.3.2 based on verifiable facts, the Customer has reasonable suspicions that the Contractor's shares are indirectly owned or effectively controlled by a natural or legal person, entity or body on which the Sanctions have been imposed, including when the credit institution servicing the Customer refuses to make payments for the fulfilment of the obligations arising from the Contract, including in cases when additional information or documents are provided to such a credit institution servicing the Customer for the execution of the respective payment;
- 12.3.3 at the request of the Customer, the Contractor has not provided, within the time specified in the Contract, verifiable information on the members of the Contractor's board or council, direct or indirect members, shareholders, beneficial owners or information on the country of origin of goods and/or materials required for performance of the Contract, their manufacturer and delivery routes, if such goods and/or materials have been or were subject to import, export or transit restrictions according to the legislation of the European Union during the term of the Contract or 12 (twelve) months prior to the conclusion of the Contract, or such goods and/or materials have been used in performance of the Contract;
- 12.3.4 the Customer, according to the procedure mentioned in Section 48 of the LPPSP, has established that the Contractor or any person specified in that Section meets at least one of the reasons for exclusion referred to in there, and the Contractor has not been able to ensure the restoration of reliability in accordance with the procedures specified in the LPPSP.
- 12.4 The Contractor has the right to terminate the Contract unilaterally by sending a written notice to the Customer if the Customer has failed to settle the payments under the Contract for the Orders fulfilled and accepted as specified in the Contract and the delay of the Customer lasts for at least 60 (sixty) days. The condition set out in this Clause shall not apply where the Contractor and/or the persons stated in Clause 12.3.1 of general provisions have been subject to Sanctions and, therefore, the payment cannot be taken.
- 12.5 If the Contract is terminated in the cases specified in Clauses 12.1-12.4 of the general provisions of the Contract, the Parties shall prepare and mutually sign a separate statement for the performance, scope of the Service actually performed and their value. When preparing the statement the Parties shall take the quality of performance of the Service into account. The Customer shall pay the Contractor for the Service or its stages performed according to the terms of the Contract, in compliance with the prepared statement and the price schedule provided in the annex (Service Specification). The Customer shall have the right to deduct the calculated penalty and/or direct loss award from the amount of payment when performing the payment according to the Contract. The Parties shall perform mutual settlement in the case provided herein within 30 (thirty) days after the statement mentioned herein is signed, unless the Customer, pursuant to the laws and regulations of the Republic of Latvia, is prohibited from making settlements with the Contractor.

13. Final provisions

- 13.1 The Parties represent and warrant that they are duly authorised to enter into this Contract and to provide the undertakings set forth herein, as well as they have the capability to fulfil the obligations under this Contract.
- 13.2 The Parties agree that the Contract with its annexes as well as the information obtained during the performance of the Contract is confidential, except the subject, term, the Contract Price and the Parties; and this information shall not be disclosed to third parties. Restrictions mentioned in this Clause shall not apply to cases when any of the Parties must divulge the information pursuant to the laws and regulations of the Republic of Latvia.
- 13.3 Any changes or additions to the Contract shall be made in writing and signed by both Parties. Such changes and additions shall become integral parts of this Contract as of the moment of their signing. Amendments to the Contract need not be prepared in writing in the case specified in Clause 13.8 of the General Terms and Conditions of the Contract, when the changes are notified by sending a notice.
- 13.4 Issues not specified in this Contract shall be resolved in accordance with the applicable laws and regulations of the Republic of Latvia.
- 13.5 The Parties shall resolve any disputes and/or discrepancies related to the performance of the Contract by means of mutual negotiation. If the Parties are unable to achieve a solution through negotiations within 2 (two) weeks of the occurrence of the dispute, the Parties shall solve such dispute in the courts of the Republic of

- Latvia in accordance with the laws and regulations of the Republic of Latvia.
- 13.6 All negotiations, agreements, correspondence of the Parties and other acts, taking place prior to the conclusion of the Contract, shall become invalid upon signing the Contract. This provision shall not be applicable to the regulations of the procurement procedure related to the Contract and the offer submitted by the Contractor (Candidate).
- 13.7 If any provision of this Contract becomes invalid in the event of changes in the laws and regulations, the other clauses provided for in the Contract shall remain valid, in which case the Parties shall be obliged to adapt the Contract to the requirements of the applicable laws and regulations.
- 13.8 If any of the Parties changes its legal status, the right of representation of the Parties' employees or any of the Parties' details specified in the Contract (including the credit institution's settlement details), telephone numbers, e-mail addresses, legal addresses, etc., it shall promptly notify the other Party of such in writing. If a Party fails to comply with the provisions of this Clause, it shall be deemed that the other Party has fully complied with its obligations by using the information about the other Party available in the Contract. The provisions of this Clause shall also apply to the representatives of the Parties and their details mentioned in the Contract and its annexes.