

CONTRACT No. _____
Implementation of the *MECOMS* billing system

Riga

4th July 2018

JSC “Latvijas Gāze” (hereinafter – the CUSTOMER), represented by _____, on one hand, and

_____ (hereinafter – the CONTRACTOR) represented by _____, on the other hand,

both together (hereinafter – the Parties), based on the procurement – negotiation procedure with publication of an invitation to participate “Implementation of the *MECOMS* billing system”, identification No. A/S “Latvijas Gāze” 2018/1), results concluded this contract for services (hereinafter – the Contract) in the following terms:

1. SUBJECT OF THE CONTRACT

The CONTRACTOR shall carry out implementation process of billing system *MECOMS* to the CUSTOMER (hereinafter – the Services) in accordance with the requirements of the Contract and its annexes and the CUSTOMER shall pay to the CONTRACTOR for the Services provided pursuant to the terms of the Contract.

2. CONTRACT DOCUMENTS

2.1. The following documents shall be deemed to form and be read and construed as part of the Contract:

- 2.1.1. This Contract;
- 2.1.2. Annex 1. “Price list and payment schedule”;
- 2.1.3. Annex 2. “Technical requirement specification”;
- 2.1.4. Annex 3. “List of deliverables”;
- 2.1.5. Annex 4. “Project plan”;
- 2.1.6. Annex 5. “System testing and acceptance testing procedure”;
- 2.1.7. Annex 6. “Software delivery procedure”;
- 2.1.8. Annex 7. “System maintenance”;
- 2.1.9. Annex 8. “Change request Form”.

2.2. In the event of any ambiguity or conflict between the Contract and its Annexes listed above, the Contract shall prevail.

3. TERMS OF PERFORMANCE AND ACCEPTANCE

3.1. The CONTRACTOR shall commence the provision of the Services starting from the Contract sign date.

3.2. The CONTRACTOR shall provide and convey the Services to the CUSTOMER according to the procedure stipulated in this Contract **till September 30, 2019**. Deadlines for the conveyance of the specific sections of the Services are defined in Annex 4.

4. AMOUNT OF THE CONTRACT

4.1. The amount for the Service provided shall not exceed _____ **EUR** (_____ euros) excluding VAT (hereinafter – Amount of the Contract). VAT shall be calculated additionally to the Amount of the Contract by taking into account the VAT rate established by the existing laws and regulations of the Republic of Latvia.

4.2. The Amount of the Contract is inclusive of all costs associated with the fulfillment of the conditions listed in the technical specification, as well as all taxes, levies (excluding VAT) and fees binding to the bidder for a qualify provision of the service, and all risks, including

- possible rises in price, business trips etc. CUSTOMER shall pay VAT in addition to the Amount of the Contract. For purposes of this clause “VAT” shall mean “value added tax”.
- 4.3. Within the validity term of this Contract the CUSTOMER shall be entitled to request the CONTRACTOR to provide additional services in writing according to the provisions of Clauses 6.3. through 6.6. of this Contract (hereinafter – Change requests) in the amount not exceeding 10% (ten per cent) of the amount for the Services (Clause 4.1.) in total EUR (_____ euros), excluding VAT. For the avoidance of doubt, the CUSTOMER shall not be obliged to make any such one or more orders indicated in this Clause (within the limits of the indicated additional amount).

5. PAYMENTS

- 5.1. The CUSTOMER settles the payment of the Amount of the Contract and VAT by transfer to the bank account of the CONTRACTOR indicated in the invoice as follows:
- 5.1.1. The CUSTOMER shall effect payment according to Price Schedule (Annex 1) provided the acceptance statement on the carried out works is signed by both Parties. The payment shall be settled within **20 (twenty) days** after the day the acceptance statement on the carried out works is signed by both Parties and the invoice is received from the CONTRACTOR.
- 5.2. The Services (its phases) non-compliant to the terms of the Contract shall not be accepted and paid for till the defects are eliminated and such Services (phase) are accepted.
- 5.3. A date when CUSTOMER has finally submitted its payment order online (internet banking) shall be considered as a day of payment.

6. GENERAL TERMS OF SERVICES TO BE PROVIDED

- 6.1. The CONTRACTOR shall ensure that the services will be rendered according to Contract terms using applicable best-practices and the recommendations of *Ferranti Computer Systems* for the *MECOMS* billing system implementation in compliance with the laws and regulations of the Republic of Latvia.
- 6.2. The CONTRACTOR shall provide the Services with its own materials, products, equipment and labour force in a scope specified in the Contract and its Annexes.
- 6.3. The CUSTOMER shall complete in writing a Change request, if the CUSTOMER wishes additional services, and forward it to the CONTRACTOR. Each Change request shall contain the description of services requested, the time for completion and any other relevant information required for the Parties.
- 6.4. The CONTRACTOR shall acknowledge the CUSTOMER’s request within **2 (two) business days**, after the receipt of the Change request on the acceptance of the Change request and shall give the timeline within which the CONTRACTOR will be able to indicate the deliverables, price and time schedule of the additional services. The CONTRACTOR upon the CUSTOMER’s request shall provide detailed information to justify proposed price for the change request.
- 6.5. After negotiating and agreeing on the terms of the change request the Parties shall sign the “Change Request Form” (hereinafter – CRF, specified in Annex 8). The CONTRACTOR shall perform services according to the CRF within the terms specified in and according to the technical specifications expressed in that CRF.
- 6.6. Services performed under the CRF shall be considered as performed as of the moment the Parties have signed the respective Change request’s fulfillments acceptance statement. The payment under the respective CRF shall be carried out within **20 (twenty) days** after the bilateral signing of the respective Change request’s fulfillment’s acceptance statement and receipt of the invoice from the CONTRACTOR.
- 6.7. During the effective period of the Contract the CONTRACTOR undertakes not to enter into contracts of employment or other similar contracts with employees of CUSTOMER who are involved in the Contract fulfillment (in line with general best practice in the

industry for discouraging the soliciting of CUSTOMER's employees). Otherwise, the CONTRACTOR shall pay to the CUSTOMER a penalty in the amount of 20 000 EUR (twenty thousand euros) per each case of violation (being an instance of soliciting an employee).

- 6.8. During the effective period of the Contract the CUSTOMER undertakes not to enter into contracts of employment or other similar contracts with employees of CONTRACTOR who are involved in the Contract fulfillment (in line with general best practice in the industry for discouraging the soliciting of CONTRACTOR'S employees). Otherwise, the CUSTOMER shall pay to the CONTRACTOR a penalty in the amount of 20 000 EUR (twenty thousand euros) per each case of violation (being an instance of soliciting an employee).

7. CONVEYANCE-ACCEPTANCE PROCEDURE OF THE SERVICES

- 7.1. The deliverables agreed in Annex 3 List of deliverables ("Agreed Deliverables") and the Services shall be deemed to be completed and conveyed to the CUSTOMER if and when the criteria set out in Annex 5 (the "System testing and acceptance testing procedure") have been met and the acceptance statement for the provision of the Services has been signed by both Parties.
- 7.2. On behalf of the CUSTOMER _____ shall be authorized to sign the acceptance statements. On behalf of the CONTRACTOR _____ or _____ shall be authorized to sign the acceptance statements.
- 7.3. On behalf of the CUSTOMER _____ shall be authorized to sign the CRF. On behalf of the CONTRACTOR _____ or _____ shall be authorized to sign the CRF.
- 7.4. The CONTRACTOR, after supply of the Agreed Deliverables and the performance of the Services or after performance of CRF, shall prepare and submit to the CUSTOMER 2 (two) copies of an acceptance statement signed by CONTRACTOR for the Services provided or in relation to the respective CRF.
- 7.5. The CUSTOMER, within **10 (ten) business days** after receipt of the acceptance statement for the Agreed Deliverables and the Services or the respective CRF, shall forward to the CONTRACTOR signed respective statements confirming the acceptance of the Agreed Deliverables and Services or, in case of a failure by the Agreed Deliverables to meet the Acceptance Criteria, a reasonably substantiated refusal to accept the agreed deliverables (describing in reasonable details the failure to meet the Acceptance Criteria so as to enable the CONTRACTOR to promptly remedy the same). The CUSTOMER shall promptly and in writing confirm the receipt of the acceptance statement or the substantiated refusal. In case if the CONTRACTOR delivers the acceptance statements via registered mail service, no specific confirmation of the CUSTOMER regarding reception of the statement is necessary. Providing that the CUSTOMER has in written confirmed the reception of the acceptance statement, the Agreed Deliverables and the Services or the respective Change's fulfillment shall be deemed accepted if CUSTOMER does not provide a justified refusal as aforesaid of the Agreed Deliverables within the aforesaid 10 business days' period.
- 7.6. In case of a substantiated refusal by the CUSTOMER, the Parties shall strive to reach consensus on the corrections to be made and the timeline for their completion by the CONTRACTOR. For the avoidance of doubt, inability to reach the consensus does not prejudice each Parties' legal rights and viability of its assertions (in terms of whether actual deliveries comply with the initially agreed terms and conditions). The Parties shall properly sign the Acceptance statement for the corrected deliveries, when the CONTRACTOR has remedied the relevant incompliances or defects.

8. OWNERSHIP

- 8.1. The CONTRACTOR passes to the CUSTOMER all intellectual property rights on the results (deliverables) created by the CONTRACTOR and developed in the framework of the Contract under applicable law to these intellectual property rights of the Republic of Latvia.
- 8.2. The CONTRACTOR under no circumstances shall be entitled to any property rights on the electronic data created on the basis of the use of the application software developed in the framework of the Contract.
- 8.3. Upon a request of the CUSTOMER the CONTRACTOR is obliged to deliver all System source codes and instructions in electronic form within **10 (ten) days**. The submitted source codes and instructions must be sufficient to allow for a qualified third party make change in system and provide system maintenance services.
- 8.4. The CONTRACTOR remains all the rights to use the results (deliverables), ideas, processing logic, math models, algorithms, etc. created by the CONTRACTOR in its internal activities. The CONTRACTOR remains all the rights to use these results for further billing application development and improvements.

9. LIABILITY OF THE PARTIES

- 9.1. If the CONTRACTOR fails to comply with the terms of performance of the Services stipulated by the Contract (as described in the schedule in Annex 4 and Annex 5), the CUSTOMER may request CONTRACTOR to pay to the CUSTOMER a contractual penalty in the amount of 0,1% (zero point one per cent) of the of the delayed services (Amount of the related Contract phase) per each day of delay, starting from the day of written refusal prepared according clause 7.5. The sum of all penalties cannot exceed 10% (ten per cent) of the Amount of the related Contract phase.
- 9.2. In case of delayed payment stipulated by the Contract (as described in the schedule in Annex 4) the CONTRACTOR may request CUSTOMER to pay to the CONTRACTOR penalty for delay in the amount of 0.1% (zero point one percent) of the delayed amount per each day of delay. The sum of all penalties cannot exceed 10% (ten percent) of the delayed payment amount.
- 9.3. The payment of the penalty set forth in Clauses 9.1., 9.2 hereof shall not release the Parties from the performance of their obligations in full, as well from obligation to pay full amount of damages that the other Party has incurred due to breach of the Contract by the first Party.
- 9.4. When providing or receiving the Services, the Parties shall be liable for compliance with the requirements of labour safety, fire safety, environmental protection as well as other laws and regulations if the Republic of Latvia regulating the provision or receipt of such Services.
- 9.5. The CONTRACTOR is responsible for direct damages caused by his action or inaction to the CONTRACTOR or third parties.
- 9.6. The payment of contractual penalty shall not release the Parties from the further performance of the Contract as well as from the compensation of losses in the amount, for which the losses exceed the penalty amount.
- 9.7. The CONTRACTOR is solely responsible for the action, inaction, breach or negligence of its sub-contractors under this Contract.
- 9.8. In case of a breach of any of the Contract terms (including, in case of its defective, partial or delayed performance), the breaching Party is liable for all damages caused to the other Party in accordance with the applicable laws of the Republic of Latvia. Yet, the aggrieved Party is entitled to recover indirect damages (especially, lost profit) only, if the breaching Party has acted with willful intention or gross negligence (in light of the best practice customarily accepted in the relevant industry, as well as the factual circumstances surrounding the Contract and the particular breach).

- 9.9. The aggrieved Party, upon request from the breaching Party, shall present a proper evidence (to a reasonable extent, scope and structure) justifying the damages claimed.
- 9.10. Any disputes regarding claims for damages and their payment shall be resolved by the mechanism provided in Clauses 15.3 and 15.4 of the Contract below.

10. ENGAGEMENT AND REPLACEMENT OF SUB-CONTRACTORS

- 10.1. In the performance of the Contract, CONTRACTOR attracts the following sub-contractors:
- 10.1.1. _____, unified registration number: _____, legal address: _____ correspondence address: _____; E-mail address: _____;
- 10.1.2. _____, registration number: _____, legal address and correspondence address: _____; E-mail address: _____.
- 10.2. The CONTRACTOR shall not be entitled, without the prior agreement with the CUSTOMER, to replace sub-contractors listed in the Clause 10.1. of the Contract, or invite other sub-contractors for the fulfillment of the Contract.
- 10.3. The CUSTOMER will not approve the replacement of a sub-contractor indicated in the tender, provided any of the following conditions exist:
- 10.3.1. the newly proposed sub-contractor does not meet requirements contained within the procurement documents as regards sub-contractors;
- 10.3.2. the sub-contractor, on whose abilities the CONTRACTOR has relied on to certify that the qualification thereof conforms to the requirements specified in the procurement documentation, is being replaced, and the proposed sub-contractor does not have at least the same qualification as the one, on which the CONTRACTOR has relied, to certify that the qualification thereof conforms to the requirements specified in the procurement procedure, or it meets the tenderers' exclusion cases stipulated by Article 48 (1) of the Law On the Procurement of Public Service Providers (hereinafter – LPPSP);
- 10.3.3. the newly proposed sub-contractor, where the value of the subcontracted services to be provided is at least 10 (ten) per cent of the total Contract value, complies with the tenderers' exclusion cases under Article 48 (1) of the LPPSP;
- 10.3.4. due to replacement of a sub-contractor, amendments to the CONTRACTOR'S tender would constitute amendments, which if not made, affect the selection of the tender according to tender evaluation criteria contained within procurement procedure documents.
- 10.4. The CUSTOMER does not approve an involvement of a new sub-contractor, if such amendments, if made to the initial tender, would have affected the selection of the tender according to tender evaluation criteria contained within procurement procedure documents.
- 10.5. By checking the eligibility of a new sub-contractor, the CUSTOMER shall apply the provisions of Article 48 of the LPPSP. Terms specified by Article 48 (4) of the LPPSP are deemed to be started from the day, when the request on the replacement of sub-contractor is submitted to the CUSTOMER.
- 10.6. The CUSTOMER makes a decision regarding the approval or rejection of replacement of the CONTRACTOR'S selected sub-contractor or the involvement of new sub-contractor in Contract fulfillment as soon as possible, but not later than within **10 (ten) business days** after it has received all information and documents necessary to make the decision in accordance with the provisions of Clause 10.5 of the Contract.

11. CONFIDENTIALITY

- 11.1. The confidential information regarding the CUSTOMER is the information which the CUSTOMER submits to the CONTRACTOR (before or after the date the Contract is

- signed) in writing, orally or in any other form and that contains all kind of analysis, compilations, remarks, research, minutes or other documents containing or reflecting, or derived from such information, as well technical, commercial and any other information on the activities of the CUSTOMER that has become available to the CONTRACTOR during the execution of the Contract but which does not include such information:
- 11.1.1. the information the CUSTOMER confirms in writing is not a confidential information; or
 - 11.1.2. if the CONTRACTOR can demonstrate that the confidential information was already at his disposal or was known to him (as he used it or it was stored on his files, computers or other recording media) before it was received from the CUSTOMER and the CONTRACTOR did not receive it from the CUSTOMER subject to the confidentiality obligation; or
 - 11.1.3. the CONTRACTOR has developed the information himself or it has been developed for the CONTRACTOR, regardless of this Contract.
- 11.2. By complying with Clause 11.1 and 11.3 of the Contract, the obligation of the CONTRACTOR is to:
- 11.2.1. keep the confidential information received as the secret and not to disclose it to the other persons; and
 - 11.2.2. ensure that the CONTRACTOR's sub-contractors, officials, employees and agents shall not disclose the confidential information to other persons, except in cases where the CUSTOMER issues a written permission.
- 11.3. The CONTRACTOR shall be entitled to disclose the confidential information without a written consent of the CUSTOMER in such cases only:
- 11.3.1. the information is such which the CONTRACTOR reasonably needs to fulfill its obligations towards its employees, sub-contractors, agents, officials to the extent to fulfil the CONTRACTOR's obligations under the Contract;
 - 11.3.2. the disclosure of the confidential information towards the lenders or insurance advisers of the CONTRACTOR but only to the extent it is reasonably necessary to make a decision on the offer;
 - 11.3.3. to disclose the confidential information where the information is requested by the governmental or municipal authorities according to the laws of the Republic of Latvia;
 - 11.3.4. if the confidential information has become available to the general public and this is not due to the breach of the confidentiality obligation by assuming that in such a case the confidential information is disclosed in a good faith, the confidential information in accordance with Laws and regulations is classified as generally accessible.
- 11.4. Where the information may be disclosed in accordance with Clause 11.3.1 and 11.3.2 of the Contract, the CONTRACTOR shall require that the recipient of the confidential information adhere to the same confidentiality obligation as provided for in this Contract.
- 11.5. Regardless of the reasons the Contract is terminated the CONTRACTOR shall:
- 11.5.1. return to the CUSTOMER all the confidential information (originals) that is in the use or possession of the CONTRACTOR at that moment;
 - 11.5.2. destroy such confidential information (copies) by using a safe and confidential method of destroying.
- 11.6. Except as required by the applicable laws and regulations, the CONTRACTOR, without a prior written consent of the CUSTOMER (the CUSTOMER may not detain or delay such a press release without a reason), shall be prohibited from releasing the press releases on the issues covered by this Contract both in terms of content and time when such press release could be published.

- 11.7. The CUSTOMER shall be entitled to publish any documents, information or data provided by the CONTRACTOR to the CUSTOMER during the execution of the Services.
- 11.8. Parties agree that the breach of confidentiality provisions is a breach of the Contract, which is considered as a liability as described in the section 9 of the Contract.
- 11.9. The provisions contained within this Clause 11 shall continue beyond expiry of the present Contract and last for 5 years from the date when the Contract is signed.

12. PERSONAL DATA PROTECTION

- 12.1. The Parties (the data processor) shall have the right to process the personal data received from the other Party (the data controller) only in accordance with written instructions given by the data controller and for the purpose of ensuring the performance of obligations under the Contract in compliance with the requirements determined by the legal acts and regulations for processing and protection of such data.
- 12.2. A Party disclosing to the other Party the personal data for processing shall be liable for obtaining of consent from the relevant data subjects.
- 12.3. The Parties undertake not to disclose the personal data received from the other Party, except in cases when otherwise provided by the Contract or by the legal acts and regulations of Latvia requiring such disclosure of the data.
- 12.4. If according to the legal acts and regulations of Latvia a Party has an obligation to disclose the personal data received from the other Party to a third party, it shall inform the other Party before disclosure of such data, unless it is prohibited by the legal acts and regulations.
- 12.5. Notwithstanding the terms of Clause 12.3 hereof the CONTRACTOR agrees that the CUSTOMER discloses the personal data received from the CONTRACTOR to third parties providing to the CUSTOMER services and with whom the CUSTOMER cooperates in order to ensure its business operation and performance of the Contract.
- 12.6. The Parties agree upon request of the other Party to destroy the personal data received from the other Party if it becomes unnecessary to process them for the purpose of ensuring performance of this Contract.

13. FORCE-MAJEURE

- 13.1. Neither Party shall have any liability for full or partial failure to fulfill any obligations under this Contract if such failure to fulfill the obligations has been caused due to force-majeure circumstances occurred after signing of the Contract and which the Parties could not foresee prior to the conclusion of the Contract and prevent.
- 13.2. Such circumstances include fires, acts of war, epidemic, natural disaster as well as other circumstances beyond the possible limits of control or impact of the Parties.
- 13.3. Non-fulfillment or undue performance of obligations by the sub-contractors, suppliers and other similarly involved persons shall not be deemed as force majeure circumstance for the relevant Party.
- 13.4. A Party referring to force-majeure circumstance shall within three (3) calendar days notify about that the other Party specifying the possible term for fulfillment of the obligations.
- 13.5. If due to force-majeure circumstance the fulfillment of the Contract delays for more than thirty (30) calendar days each Party has the right to terminate the Contract unilaterally. If the Contract is terminated in such way neither Party may claim compensation of damages to the other Party.

14. EFFECTIVE DATE AND TERMINATION OF THE CONTRACT

- 14.1. The Contract shall become effective upon the date of its signing by both the CUSTOMER and the CONTRACTOR and shall be valid until complete fulfillment of the contractual obligations by the Parties.
- 14.2. The Contract may be terminated if mutually agreed by the Parties in writing or according to the provisions of the Contract.
- 14.3. The CUSTOMER shall have the right to terminate the Contract unilaterally by sending a written notice to the CONTRACTOR if at least one of the following events has occurred:
 - 14.3.1. The CONTRACTOR fails to comply with any terms for commencement and/or performance (conveyance) of the Services, including terms for conveyance of the individual phases, and if the delay of the CONTRACTOR lasts at least sixty (60) calendar days;
 - 14.3.2. The CONTRACTOR fails to fulfill any other obligations or liabilities specified in the Contract and has not eliminated such failure within the period of thirty (30) calendar days after the receipt of written notice from the CUSTOMER;
 - 14.3.3. Liquidation of the CONTRACTOR is commenced or insolvency of the CONTRACTOR is declared;
 - 14.3.4. The CONTRACTOR has given or offered (directly or indirectly) to any person bribe, gift, gratitude money, commissions or other valuable things as an inducement or reward:
 - 14.3.4.1. For taking any action or omission in connection with the Arrangement,
or
 - 14.3.4.2. for showing favour or disfavour to any person in connection with the Contract, or the CONTRACTOR or any of the CONTRACTOR's personnel, representatives or subcontractors has given or offered (directly or indirectly) to any person any inducement or reward as mentioned in this clause;
 - 14.3.5. The CONTRACTOR or any of the CONTRACTOR's personnel, representatives or subcontractors has been found guilty of illegal possession according to the law;
 - 14.3.6. 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.
- 14.4. 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 Services provided and accepted as provided in the Contract. This right is applicable if the payment delay of the CUSTOMER lasts at least sixty (60) calendar days OR the amount outstanding by the CUSTOMER is at least 25% of the Amount of the Contract, whatever apply first.

15. OTHER PROVISIONS

- 15.1. The Parties represent and warrant that they are duly authorized to enter into this Contract and to provide the undertakings set forth herein as well as they have capability to fulfil the obligations under this Contract.
- 15.2. Any amendments or supplements to the Contract shall be drawn up in writing and signed by both Parties. Upon signing such amendments and supplements shall become the integral part of the Contract.
- 15.3. The Parties shall do their utmost efforts to settle all disputes that may arise in relation to the Contract by amicable negotiations.
- 15.4. Where the disputes cannot be settled by negotiations, they shall be settled by a court of the Republic of Latvia according to the laws of the Republic of Latvia.
- 15.5. All negotiations, Contracts, correspondence of the Parties and other acts, taking place prior to the conclusion of the Contract, shall become invalid upon signing the Contract.

This shall not be applicable to the regulations of the procurement negotiation procedure “BILLING SYSTEM MECOMS IMPLEMENTATION (ID No. A/S “Latvijas Gāze” 2018/1) and the bid submitted by the CONTRACTOR (the candidate).

- 15.6. If any provision of this Contract becomes invalid due to amendments of legal acts, the other provisions of the Contract shall remain valid and in such case the Parties shall apply the Contract pursuant to requirements of the governing legal acts.
- 15.7. The Parties shall immediately inform each other on changes in details (legal status, address etc.) relevant for performance of the Contract.
- 15.8. The Contract is signed in 2 (two) copies in English, each on 10 (ten) pages, one copy for each Party. The Contract includes 8 (eight) annexes.

16. RIGHT TO AUDIT

- 16.1. The CONTRACTOR undertakes to ensure the CUSTOMER or his authorized third party with a possibility to supervise the quality of the system implementation and maintenance service performance and the compliance with the security measures regarding the information delivered to the CONTRACTOR in the framework of the Contract.
- 16.2. In relation to what is mentioned in the Clause 16.1 the CONTRACTOR undertakes to ensure the CUSTOMER with a possibility in agreed time and in presence of with the CONTRACTOR’s representative to control the operations of the CONTRACTOR at the place of its location or system implementation, maintenance or change request services rendering location in relation to the performance of the Services, inter alia – to introduce the CUSTOMER with any documentation, technical and software means applied, accountancy and documentation registers, to produce copies of documents, as well as any requested information related to the rendering of the Services.
- 16.3. These supervisions with involvement of the CONTRACTOR could be conducted once in 6 (six) months (not more than 2 (two) times a year).

17. AUTHORISED CONTACT BY PARTIES

- 17.1. In order to facilitate the fulfillment of contractual obligations properly and within the time limits specified in this Contract, the Parties appoint the following contact persons:
 - 17.1.1. The authorized contact by CUSTOMER: _____, email: _____, phone _____. The authorized contact is entitled to settle all issues related to Contract fulfillment, to organize and control the course of Contract fulfillment, including, but not limited to communication between the CUSTOMER and the CONTRACTOR, to request information form CONTRACTOR, to provide information to CONTRACTOR, to ensure delivery/ acceptance of the Contract documents, to issue instructions regarding the Contract execution, and to undertake other actions related to proper fulfillment of contractual obligations.
 - 17.1.2. The authorized contact by CONTRACTOR: _____, email: _____, phone _____. The authorized contact of the CONTRACTOR has a full knowledge of the Contract provisions and, without going beyond the scope of Contract, is entitled to settle all issues related to Contract fulfillment, to organize and control the course of Contract fulfillment, including, but not limited to communication between the CUSTOMER and the CONTRACTOR, to request information form CUSTOMER, to provide information to COSTUMER, to ensure delivery/ acceptance of Contract documents, to issue instructions regarding the Contract execution, and to undertake other actions related to proper fulfillment of contractual obligations.
- 17.2. At the time of signing, the Contract covers the following annexes that are integral part of the Contract (all Annexes are the Commercial Secret):
 - 17.2.1. Annex 1 – Price list and payment schedule;

- 17.2.2. Annex 2 – Technical requirement specification;
- 17.2.3. Annex 3 – List of deliverables;
- 17.2.4. Annex 4 – Project plan;
- 17.2.5. Annex 5 – System testing and acceptance testing procedure;
- 17.2.6. Annex 6 – Software delivery procedure;
- 17.2.7. Annex 7 – System maintenance;
- 17.2.8. Annex 8 – Change request form.

18. DETAILS OF PARTIES

CUSTOMER

CONTRACTOR