



EVN Bulgaria Elektrosnabdjavane EAD  
37, Christo G. Danov St. BG - 4000 Plovdiv

HAKOM Solutions GmbH

LEMBOECKGASSE 49  
1230 WIEN  
Австрия

#### Value contract

order number / date  
4600005638 / 04.08.2020

contact person resp. dept.:  
IT Department

[Redacted]

contact person procurement:

[Redacted]

#### supplier data

supplier number:  
2323

offer number:  
HAKOM-QUO-01136\_V2

basis for order:  
negotiations by phone with  
[Redacted] dated 16.06.2020

contact person:

[Redacted]

#### order data

payment conditions:  
within 30 days

billing address:  
EVN Bulgaria Elektrosnabdjavane EAD  
37, Hristo G. Danov Str.  
Plovdiv

place of fulfilment:  
EVN Bulgaria Elektrosnabdjavane EAD  
Information And Telecommunication  
BG-

contract period:  
18.09.2020 - 17.09.2023

#### subject of order:

Purchase of new user licenses and other licenses, support,  
consulting and training services, regarding the implementing and  
functioning of the software for planning/forecasting mPEnergy

**target value in EUR without VAT**

**149.385,00**

item	material	quantity unit	name	price per unit	net value EUR
00010		1 Year	Mainten. mPEnergy Enterprise basic lic	8.578,00 EUR	8.578,00
00020		1 Year	Mainten.mP Energy Enterprise 2 add.users	4.865,00 EUR	4.865,00
00030		1 Year	Mainten.mP Optimizer	1.894,00 EUR	1.894,00
00040		1 Year	Mainten.mP Energy Enterprise	8.181,00 EUR	8.181,00
00050		1 Year	Mainten.mP Scenario	2.903,00 EUR	2.903,00
00060		1 Hour	Software developer	113,80 EUR	113,80
00070		1 Hour	Software developer in Plovdiv	134,80 EUR	134,80
00080		1 Hour	Consultant	128,80 EUR	128,80
00090		1 Hour	Consultant in Plovdiv	149,80 EUR	149,80
00100		1 items	Travel costs	1,00 EUR	1,00
00110		1 items	Additional licenses	1,00 EUR	1,00

Днес, 18.09. 2020 г., се сключи настоящият договор между

Today, 18.09. 2020, the present contract has been concluded between

ЕВН България Електроснабдяване ЕАД, със седалище и адрес на управление гр. Пловдив, ул. Христо Г. Данов №37, вписан в Търговския регистър на Агенцията по ЕИК 123526430, ИН по ДДС: BG 123526430, представлявано от всеки двама от членовете на Съвета на директорите: Робърт Дик, Михаела Михайлова-Дьорфлер и Жанет Стойчева, наричани по-нататък ВЪЗЛОЖИТЕЛ,

EVN Bulgaria Elektrosnabdiavane EAD, with domicile and registered office: 37, Christo G. Danov Str., 4000 Plovdiv, Bulgaria entered in the Trade register of the Registry Agency, with EIC No 123526430, VAT No BG123526430, represented by every two of the members of the Board of Directors: Robert Dick, Mihaela Mihaylova-Doerfler and Jeanette Stoitschewa, hereinafter referred to as the CONTRACTING AUTHORITY,

и/and

НАКОМ Solutions GmbH със седалище и адрес на управление Lemboeckgasse 61, Stiege 2/6.OG, A-1230, Виена,

Австрия, вписан в търговския регистър на Агенцията по вписванията с номер FN 390349 v, ИН по ДДС: ATU67727301, представлявано от Стефан Коморник - Главен изпълнителен директор, наричано по-нататък ИЗПЪЛНИТЕЛ,

NAKOM Solutions GmbH, with domicile and registered office: Lemboeckgasse 61, Stiege 2/6. OG, A-1230, Wien, Austria, entered in the Trade register of the Registry Agency, with No FN 390349 v, VAT ID ATU67727301, represented by Stefan Komornyik - CEO, hereinafter referred to as the CONTRACTOR.

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Чл. 1. ПРЕДМЕТ НА ДОГОВОРА

(1). ВЪЗЛОЖИТЕЛЯТ възлага услугите чрез Заявка за Поръчка, а ИЗПЪЛНИТЕЛЯТ приема да извърши: Закупуване на нови потребителски лицензи и други лицензи, осигуряване на поддръжка, разработване на допълнителни функционалности или промяна на съществуващи, както и осигуряване на консултантски услуги и обучения, свързани с въвеждането и работата на софтуера за планиране/прогнозиране mPEnergy, съгласно чл.12.(3).2. от настоящия договор.

(2). Лицензите са стандартен софтуер, които са записани на технически носител и са предназначени за масова употреба, като не отчитат спецификите в дейността на конкретния потребител. Софтуерната поддръжката е услуга, извършвана по електронен път за доставения продукт, като се отнася също и за актуализацията му по електронен път. Възложителят придобива само права по използването на лицензите във връзка с дейността си, като няма права за копиране, възпроизвеждане, разпространение, изменение, публично показване или други форми на търговско използване.

Art. 1. SUBJECT OF THE CONTRACT

(1). The CONTRACTING AUTHORITY shall assign services through a Purchase order and the CONTRACTOR agrees to perform the following: Purchase of new user licenses and other licenses, provision of support, development of additional or change of existing functionalities of the software, consulting and training services, regarding the implementing and functioning of the software for planning/forecasting mPEnergy, according to Article 12.(3).2. hereunder.

(2). Licenses are standard software, which are recorded on technical media and are intended for general use and not taking into consideration the specific activities of the actual user. The Software licenses maintenance is a service, which is performed electronically for the supplied product and its update as well. The CONTRACTING AUTHORITY has just the right to use the licenses in connection with its own activity, and has no rights for copying, reproduction, distribution, modifying, public exhibition or other forms of commercial use.

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Чл. 2. СТОЙНОСТ НА ДОГОВОРА

Общата необвързваща стойност на договора е в размер на 149.385,00 (сто четиридесет и девет хиляди триста осемдесет и пет) евро, съответстващи на 292.171,66 (двеста деветдесет и две хиляди сто седемдесет и един и 0,66) лева. Всички цени са в евро, без ДДС и валидни до изпълнение на договора

Art. 2. CONTRACT VALUE

The total non-binding value of the contract shall amount to 149,385.00 (one hundred forty-nine thousand three hundred and eighty-five) EURO equal to 292,171.66 (two hundred and ninety-two thousand one hundred and seventy-one and 0.66) BGN.

All prices in EURO, VAT excl., shall be valid till fulfillment of the contract

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Чл. 3. ЦЕНОВИ УСЛОВИЯ

(1). Всички единични цени, посочени в позиции от 00010 до 00090 на стр. 2 от настоящия договор, включват всички необходими разходи на Изпълнителя във връзка с изпълнението на договора.

(2). Единичните цени съгласно поз. 00010 до 00050 от настоящия договор, представляват годишен абонамент за поддръжка на лицензи за софтуер mP Energy, за mP Scenario, за mP Optimizer и са фиксирани за срока на действие на договора, без ДДС и включва:

· Предоставяне по електронен път и имплементиране на ъпдейти и пачове за инсталираните модули чрез отдалечен достъп (VPN),

- Обучение за новите функционалности чрез Web конференции;
  - Хотлайн в работни дни от 09:00 до 17:00 часа при база общо 20 часа за година;
  - Заявките за поддръжка следва да се изпращат на support@hakom.at.
- (3) Единичните цени, съгл. поз. 00060 до поз. 00090 включително, от настоящия договор, са фиксирани за срока на действие на договора, без ДДС и се прилагат при необходимост от предоставянето на консултантски услуги от служителите на Изпълнителя, съответно дистанционно от офиса на Изпълнителя или предоставени на място на посочен от Възложителя адрес, с включени всички разходи към тях, с изключение на пътни разходи.
- (4) Позиция 00100 от настоящия договор се използва за заплащане на пътни разходи на човек на ден, в т.ч. транспортно - командировъчни разходи, дневни, нощувки и други, до Пловдив и обратно, и се прилага единствено при възлагане на дейности по поз. 00070 и поз. 00090 от настоящия договор. Разходи по тези позиции се заплащат единствено след съгласуване и представяне на документи за действително направените разходи от страна на Изпълнителя. Времето за пътуване се таксува 50 % (петдесет процента) от съответната дневна ставка.
- (5) Позиция 00110 от настоящия договор, се използва при необходимост от закупуване и поддръжка на нови лицензи за софтуер mP Energy, допълнителни разработки и услуги. При покупка на нови лицензи, тяхната поддръжка и/или допълнителни разработки и/или допълнителни услуги, след уточнение на съответния компонент, Изпълнителят изпраща оферта на Възложителя с посочена цена и срок на доставка на същите, която, в случай, че бъде приета от Възложителя, става неразделна част от настоящия договор.

#### Art. 3. PRICE CONDITIONS

- (1) All unit prices specified in positions from 00010 to 00090 on page 2 of this contract shall include all necessary for the implementation of this contract costs and expenses of the CONTRACTOR.
- (2) The agreed single price, according to position 00010 to position 00050 incl., of this contract, is a yearly subscription fee for the mP Energy software license maintenance, is fixed for the duration of the contract and includes:
- Electronic delivery and commissioning of updates and patches of the deployed modules via remote access (VPN);
  - Training of new functionality through Web conferencing;
  - Customer hotline on weekdays between 09:00 and 17:00 with a base value of total 20 hours per year;
  - Support requests can be sent to support@hakom.at.
- (3) The agreed unit prices acc. to pos. 00060 to 00090 incl. from this contract, are fixed for the duration of the contract and shall be applied where necessary to the provision of consultancy services by CONTRACTOR's employees, respectively remotely from the CONTRACTOR's office or provided at the address specified by the CONTRACTING AUTHORITY, including all expenses, excluding travel expenses.
- (4) The position 000100 from this contract, is used for payment of travel expenses per person per day, which includes travel expenses, accommodation, daily allowances and others, in connection only with the fulfillment of activities according to pos. 00070 and 00090. The expenses according to this position shall be paid only after proof and submission of documents for the costs actually incurred by the CONTRACTOR. The travel time will be charged with the respective 50 % of the daily rate.
- (5) The position 00110 from this contract is used where is necessary purchasing and maintenance of new licenses for MP energy software, additional developments and services that may be required. While purchasing of new licenses and support/maintenance for new licenses, additional developments, or additional services, after the selection of the relevant component needed, the CONTRACTOR sends an offer to the CONTRACTING AUTHORITY with price and delivery time specified therein, which, if accepted by the CONTRACTING AUTHORITY, becomes an integral part of the current contract.

#### Чл. 4. СРОКОВЕ

- (1) Срокът на действие на настоящия договор е от 18.09.2020 г. до 17.09.2023 г. или до усвояване на приблизителната стойност съгласно чл. 2, като меродавно е събитието, което настъпи по-рано във времето.
- (2) Сроковете, свързани с предоставянето на услуги по поддръжка съгласно поз. 00010 до 00050 вкл. са, както следва:
1. Осигурена поддръжка в работни дни - периода от Понеделник до Петък, от 09:00 до 17:00 ЦЕВ.
  2. Предоставяне на телефон(и) и e-mail за обслужване спрямо точка 1.
  3. Приемане на съобщения за грешки 7x24h (email).
  4. Време за реакция в рамките на установеното работно време:
    - 4.1. при грешки, правещи системата неизползваема или водещи до значително ограничаване на функционалностите ѝ - 12 часа;
    - 4.2. при грешки, водещи до незначително ограничаване на функционалностите ѝ - 24 часа
  5. При услуги, свързани с консултации:
    - 5.1. провеждане на консултациите - дистанционно или на място при ВЪЗЛОЖИТЕЛЯ;

5.2. приемането на консултациите се документира чрез потвърждение на предоставените отчети за извършена работа.

6. Предоставяне на ценоразпис за консултанти по приложението/ разработчици на софтуер 1 човекоден = 8 часа.

(3). Срокът за изпълнение и предаване на услугите за разработване на допълнителни функционалности или промяна на съществуващи, осигуряване на консултантски услуги и обучения, свързани с въвеждането и работата на софтуера за планиране/прогнозиране mPEnergy, както и закупуване на нови потребителски лицензи и други лицензи, предмет на настоящия договор, е в календарни дни и се договаря индивидуално за всяка Заявка за доставка между ВЪЗЛОЖИТЕЛЯ и ИЗПЪЛНИТЕЛЯ, освен в случаите, когато не е фиксиран такъв срок в настоящия договор.

(4). Срокът на изпълнение на Заявката за доставка започва да тече от датата на изпращане и се счита за потвърдена от ИЗПЪЛНИТЕЛЯ ако е изпратена на посочените по долу в чл. 9 факс или e-mail на ИЗПЪЛНИТЕЛЯ.

#### Art. 4. TIME FRAMES

(1) The Contract validity period is from 18.09.2020 to 17.09.2023 or until reaching of the value acc. Art. 2., as authoritative is the event which comes first.

(2). The terms relating to the provision of maintenance services under pos. 00010 to pos. 00090 incl. are as follows:

1. Provides support during weekdays - Monday to Friday, from 09:00 to 17:00 CET.

2. Provides phone number(s) and email for reporting problems/errors from both cases in point 1.

3. Provides ticketing system 7x24h (email).

4. Reaction time during the working hours:

4.1. in case of critical error, leading to the inability to use the system or to malfunction of crucial functionality of the system - 12 hours;

4.2. in case of critical error, leading to partial limitation of the functionality of the system - 24 hours.

5. Consulting services:

5.1. provides consultancy - remotely or at the CONTRACTING AUTHORITY's premises;

5.2. consulting services are accepted with acceptance protocol of the provided services.

6. Provides price list for consulting services for consultants/developers of the software application, defined as 1 working day = 8 hours.

(3). The deadline for the implementation and delivery for development of additional or change of existing functionalities of the software, consulting and training services, regarding the implementing and functioning of the software for planning/forecasting mPEnergy, and also purchasing of new user licenses and other licenses under this contract is set in calendar days and shall be negotiated individually for each and every order between the CONTRACTOR AUTHORITY and the CONTRACTOR except in cases where no such period is fixed in this contract.

(4). An Order execution term shall begin to run from the date of sending shall be deemed accepted by the CONTRACTOR if the order is sent by e-mail or fax mentioned below in art. 9

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#### Чл. 5. НЕУСТОЙКИ

(1). При неспазване на срока за изпълнение по чл. 4 (2) и/или (4) от настоящия договор, ИЗПЪЛНИТЕЛЯТ дължи на ВЪЗЛОЖИТЕЛЯ неустойка, в размер на 0,5 % на ден, до 8,0% от стойността на Заявката за доставка.

ВЪЗЛОЖИТЕЛЯТ прихваща сумата по неустойката с обезщетителен характер със задължението към ИЗПЪЛНИТЕЛЯ.

(2). Плащането на неустойки не лишава изправната страна по договора от правото и да търси обезщетение за претърпени вреди и пропуснати ползи над размера на неустойката

#### Art. 5. Penalties

(1). In the event of failure to comply with the execution period under Article 4. (2) and/or (4) of this contract, the CONTRACTOR shall pay the CONTRACTOR AUTHORITY a forfeit of 0.5% per day, up to 8.0% of the total value of the corresponding release order. The Contracting authority shall set-off the amounts of the penalty with compensation nature with the payables to the CONTRACTOR.

(2). Penalty payment shall not deprive the non-defaulting party under the contract of the right to claim compensation for the damages suffered and benefits foregone in the cases where their amount exceeds the amount of the penalty.

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#### Чл. 6. ПЛАЩАНЕ

(1). Плащанията за поддръжката по поз. 00010 до 00050 вкл. се извършват от страна на Възложителя в срок до 30(тридесет) календарни дни, след извършване на услугите, приемо-предавателен протокол и издаване на фактура.

- (2). Фактурата за поддръжката по поз. 00010 до 00050 вкл. се издава на тримесечие в последния ден на последния месец от тримесечието, за което се извършва поддръжката. Издаването на фактурата се осъществява след изпращане и подписване на приемо – предавателен протокол за извършването ѝ.
- (3). Плащанията за всички останали дейности по поз. 00060 до 00110 се извършват от страна на Възложителя в срок до 30 (тридесет) календарни дни след извършване на услугите, приемо – предавателен протокол и издаване на фактура.
- (4). Плащанията по настоящия договор не могат да надхвърлят стойността на договора, определена в чл. 2 (1) от настоящия договор.
- (5). Плащанията се извършват от Възложителя по банков път, по посочена от изпълнителя банкова сметка като таксите, свързани с банковите преводи се понасят от всяка от страните съгласно действащата тарифа за SEPA трансфери на обслужващата банка на наредителя и бенефициента.  
Възложителят не прави авансови плащания. Възложителят заплаща дължимите суми след изпълнение на всички изброени по-долу условия: (i) надлежно извършена доставка; (ii) подписване на двустранен приемо-предавателен протокол за приемане на доставката от оправомощени представители на страните; и (iii) получаване на оригинална фактура, отговаряща на изискванията на Възложителя и приложимите нормативни актове. Сроктът за плащане започва да тече от датата, на която бъде изпълнено и последното от посочените по-горе условия.
- (6). Извършване на плащане от страна на Възложителя не означава признаване на редовността на доставката и нейното приемане, нито отказ от право на: (i) неустойки и/или претенции (ii) гаранции; и (iii) обезщетения.
- (7). При издаване на фактура се посочват (i) ЕИК номерът и идентификационният номер по ДДС на Възложителя и на Изпълнителя; (ii) приложимата ставка на ДДС и сумата на ДДС, в случай на самоначисляване или нулева ставка на ДДС, се посочва приложимото законодателство и (iii) номер на Заявката за доставка.
- (8). Оригинален фактура заедно с подписан приемо - предавателен протокол за извършване на доставка и копие от съответната Заявка за доставка се изпращат на вниманието на лицата за контакт на Възложителя, посочени в договора.
- (9). Страните се съгласяват, че не се допуска в една и съща фактура да се фактурират доставки по различни договори, както и доставки по различни заявки към един и същ договор.
- (10). За целите на избягване на двойното данъчно облагане чрез прилагане на международните Спогодби за избягване на двойното данъчно облагане /СИДДО/ за всяка календарна година поотделно, Изпълнителят предоставя на Възложителя „Сертификат за местно лице“, „Декларация за притежател на дохода“ и извлечение от публичен регистър, удостоверяващо правото за подписване на лицето, подписало двете декларации. Посочените документи следва да бъдат представени не по-късно от датата на издаване на първа фактура по договора и изпратени на имейл: [REDACTED] както и в оригинал на следния адрес: България, 4000-Пловдив, [REDACTED] Възложителят удържа данък при източника съгласно приложимото българско законодателство и съответната СИДДО.
- (11). Изпълнителят трябва да изпрати фактурата най-късно един ден след издаването ѝ на факс + [REDACTED] или имейл до [REDACTED]

#### Art. 6. PAYMENT

- (1) The payments for the maintenance under pos. 00010 to pos. 00050 incl. shall be carried out by the Contracting authority within 30 (thirty) calendar days after the completion of the services, delivery report and issued invoice.
- (2) The invoice for the maintenance under pos. 00010 to pos. 00050 incl. shall be issued per quarter in the last day of the last month of the quarter for which is carried out the maintenance. The issuance of the invoice shall be carried out after sending and signing a delivery report for its completion.
- (3) The payments for all the rest activities under pos. 00060 to 00110 shall be carried out by the Contracting authority within 30 (thirty) calendar days after the completion of the services, delivery report and issued invoice.
- (4) Payments under this contract may not exceed the value of the contract as defined in Article 2. (1) in this contract.
- (5) The payments shall be made by the Contracting authority via a bank transfer to an account specified by the Contractor and the fees related to bank transfers shall be borne by each of the parties according to the current tariff for SEPA transfers of the servicing bank of the ordering customer and the beneficiary.  
The Contracting authority shall not make any payments in advance. The Contracting authority shall pay the amounts due after the implementation of all conditions listed hereunder: (i) shipment duly performed; (ii) signing of a bilateral Delivery report for the acceptance of the delivery by authorised representatives of the parties; and (iii) the original invoice, complying with the requirements of the Contracting authority and the applicable regulations. The payment term begins to run as of the date on which the last of the conditions set out above shall to be executed.
- (6) Payment on the part of the Contracting authority shall not mean acknowledgement of the delivery as regular and its acceptance, nor a waiver of a right to: (i) penalties and/or claims (ii) guarantees; and (iii) benefits.

- (7). When an invoice is issued the following shall be indicated: (i) UIC number and VAT ID No. of the Contracting authority and the Contractor; (ii) the applicable VAT rate and the amount of VAT, in the case of reverse charge or zero VAT rate, the applicable legislation shall be referred and (iii) the number of the purchase order.
- (8). The original of the invoice together with a signed delivery report for delivery performed and a copy of the respective purchase order shall be sent to the contact persons of the Contracting authority, referred to in the contract.
- (9). The Parties agree that deliveries under different contracts and deliveries under different orders of one and the same contract are not allowed to be invoiced in one and the same invoice.
- (10). For the purpose of avoidance of double taxation by applying the international Conventions for avoidance of double taxation /CADT/ for each calendar year separately, the Contractor shall provide the Contracting authority a "Certificate for residence", "Declaration for a holder of the income" and an excerpt from the entry in a public register, certifying the eligibility for signing of the person who has signed both declarations. These documents should be submitted not later than the date of issue of the first invoice under the contract and sent by e-mail to: [REDACTED] [REDACTED] and in original to the following address: Bulgaria, 4000 [REDACTED] [REDACTED]. The Contracting authority shall withhold a withholding tax pursuant to the applicable Bulgarian legislation and the relevant CADT.
- (11). The Contractor shall send an invoice one day after its issuance at the latest to fax + [REDACTED] [REDACTED]

Чл. 7. МЯСТО НА ИЗПЪЛНЕНИЕ

- (1). Мястото на изпълнение на поръчката е гр. Пловдив, ул. Кукленско шосе №5, Централ 2 на ЕВН.

Art. 7. PLACE OF EXECUTION

- (1). The place of performance of the services is Plovdiv, 5 Kuklensko shousse Str, EVN Headquarter 2.

Чл. 8. ПРАВА И ЗАДЪЛЖЕНИЯ НА СТРАНИТЕ

- (1). В допълнение на правата и задълженията, уговорени в настоящия договор, страните притежават правата и имат задълженията, посочени в Търговските условия.

Art. 8. RIGHTS AND OBLIGATIONS OF THE PARTIES

- (1). In addition to the rights and obligations stipulated in this contract the parties have the rights and have the obligations referred to in the Commercial conditions.

Чл. 9. ГАРАНЦИЯ ЗА ИЗПЪЛНЕНИЕ

- (1). Страните се съгласяват, че за конкретната обществена поръчка не се изисква представяне на гаранцията за изпълнение.

9. Performance guarantee

- (1). The Parties hereby agree that for the specific public contract shall not be required provision of a performance guarantee.

Чл. 10. ИЗИСКВАНИЯ КЪМ ИЗПЪЛНЕНИЕТО

- (1). Изпълнението се извършва съгласно условията на настоящия договор.

Art.10. EXECUTION REQUIREMENTS

- (1) The implementation shall be carried out under the terms of this contract

Чл. 11. ДРУГО

- (1). Оригинални данъчни фактури с данни на ЕВН България Електроснабдяване ЕАД, гр. Пловдив, ул. Христо Г. Данов №37, ИН по ДДС. BG 123526430, МОЛ: Робърт Дик, с вписан номер на заявката и приемно-предавателен

- протокол се адресират към ЕВН България Електроснабдяване ЕАД, на вниманието на [REDACTED]
- (2). Адрес за кореспонденция на ВЪЗЛОЖИТЕЛЯ: П. код: 4000 гр. Пловдив, ул. "Христо Г. Данов" № 37. Лице за контакти: [REDACTED]
- (3). Адрес за кореспонденция на ИЗПЪЛНИТЕЛЯ: HAKOM Solutions GmbH. Адрес за кореспонденция Lemböckgasse 61, Stiege 2/6 OG, A-1230, Wien, Austria. Лице за контакти: [REDACTED]
- (4) Всички съобщения, предизвестия и нареждания, свързани с изпълнението на този договор и разменяни между ВЪЗЛОЖИТЕЛЯ и ИЗПЪЛНИТЕЛЯ са валидни, когато са изпратени по пощата (с обратна разписка), на адреса на съответната страна или предадени чрез куриер, срещу подпис от приемащата страна.

#### Art.11. MISCELLANEOUS

- (1). Original invoices shall be addressed to: EVN Bulgaria Elektrosnabdiavane EAD, to the attention of Mrs. Tsvetelina Kaneva. Details to be included into the invoice: Contract number, Acceptance protocol (delivery note) number and company details: 37, Christo G. Danov Str., 4000 Plovdiv, Bulgaria, EIC 123526430, VAT BG 123526430, Legal representative: Mr. Robert Dick.
- (2). CONTRACTING AUTHORITY 's contact details: 37 Christo G. Danov str., 4000 Plovdiv, Bulgaria. Contact person: [REDACTED]
- (3). CONTRACTOR's contact details: HAKOM Solutions GmbH, Lemböckgasse 61, Stiege 2/6 OG, A-1230, Wien, Austria. Contact person: [REDACTED]
- (4). All mailings, prior notices and orders concerning the present contract performance and exchanged between the Contracting authority and the CONTRACTOR shall be valid when sent by mail (receipt acknowledged) to the address of the corresponding party, or delivered by courier against signature of the accepting party.

#### Чл.12. ЗАКЛЮЧИТЕЛНИ РАЗПОРЕДБИ

- (1). Договорът се сключва в двуезичен формат на Български и Английски език, като основен език по договора е българският.
- (2) Всички спорове, възникнали във връзка с тълкуването и изпълнението на настоящия договор, ще бъдат решавани от страните в добронамерен тон чрез преговори, консултации и взаимноизгодни споразумения.
- (3). Последователността на документите по важност е следната:
1. Настоящият договор;
  2. Приложения, неразделна част от настоящия договор:
    - 2.1. Ръчно допълнена оферта HAKOM-QUO-01136, съгласно проведени тел. преговори от 16.06.2020;
    - 2.2. Технически изисквания на Възложителя;
    - 2.3. Потвърждение за предоставени изключителни права от Metalogic GmbH в полза на HAKOM Solutions GmbH /писмо от 5.03.2020/
    - 2.4. Търговски условия към поръчка № 147-EC-20-CI-Y-3 с предмет "Закупуване на нови потребителски лицензи и други лицензи, осигуряване на поддръжка, разработване на допълнителни функционалности или промяна на съществуващи, както и осигуряване на консултантски услуги и обучения, свързани с въвеждането и работата на софтуера за планиране/прогнозиране mPEnergy"
  - 2.5. Общи условия на закупуване на дружествата от групата EVN - Издание Декември 2018
  - 2.6. Клауза за социална отговорност на дружествата от групата EVN - Издание Май 2011
- (4). Настоящият договор се сключи в два еднообразни екземпляра, по един за всяка от страните

#### Art.12. FINAL PROVISIONS

- (1) The present contract was signed in English and Bulgarian, where the Bulgarian language has prevalence.
- (2). All disputes concerning the interpretation and enforcement of present contract shall be resolved by the parties during friendly negotiations, consultations and mutually beneficial agreements.
- (3) Documents' priority sequence is as follows:
1. Present contract;
  2. Contract's integral appendixes:
    - 2.1. Manually amended offer HAKOM-QUO-01136 according negotiation by phone dated 16th of June 2020
    - 2.2. Technical requirements of the Contracting Authority
    - 2.3. Confirmation of exclusive rights granted by Metalogic GmbH in favour of HAKOM Solutions GmbH (letter dated 5.03.2020)
    - 2.4. Commercial conditions to procedure № 147-EC-20-CI-Y-3 with subject "Purchase of new user licenses and other licenses, provision of support, development of additional or change of existing functionalities of the software, consulting and



training services, regarding the implementing and functioning of the software for planning/forecasting mPEnergy"


2.5. General purchasing terms and conditions of EVN Group - edition December 2018

2.6. Social Responsibility Clause of EVN Group Companies - edition May 2011


(4). The present contract was concluded in duplicate - one copy for each party.

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Този Договор е изготвен от служителя на отдел "Снабдяване": Б. Дончева  
This Agreement was drawn up by the employee of the Purchasing department: B. Doncheva

ВЪЗЛОЖИТЕЛ / CONTRACTOR AUTHORITY




  
[Михаела Михайлова-Дьорфлер]  
[Mihaela Mihaylova-Doerfler]



  
[Робърт Дик]  
[Robert Dick]

ИЗПЪЛНИТЕЛ / CONTRACTOR:

  
[Штефан Коморник] | Stiege 2 | 6. OG  
[Stefan Komornik] | Wien | Austria

## General purchasing terms and conditions of the EVN Group

**Commercial or general terms and conditions of the Contractor, unless explicitly approved by the Contracting authority, do not apply, even if not explicitly rejected by the Contracting authority.**

- 1 All purchase orders, contracts, amendment and additional agreements there to shall be considered valid only if concluded in writing. All oral agreements between the parties are invalid, unless confirmed in writing by the Contracting authority.
- 2 In the event that the contract/order is based on an estimate of cost, made by the Contractor and provided to the Contracting authority, it shall be considered as an integral part of the contract/order, unless otherwise specified in the contract/order.
- 3 The prices specified in the contract/order are fixed, not subject to change. All deliveries are free of transport expenses to the place of delivery, all goods packed, insured, unloaded. Additional (cost plus) services may only be provided upon prior approval by the Contracting authority. A calculation of the necessary working hours, equipment and materials must be produced to the Contracting authority for written approval. Not awarded or approved additional services shall not be paid. If a certain number of additional services is provided for in the specification/offer, this shall not entitle the Contractor to claim their implementation.
- 4 The acceptance of certain delivery/service shall be considered fulfilled only in case the Contracting authority confirms it in writing by signing a bilateral delivery and acceptance protocol. All risks shall pass on the Contracting authority only after the goods have been delivered/the service has been performed and accepted by the Contracting authority. Until accepted by the Contracting authority, all risks shall be borne by the Contractor. The place of performance shall be considered the specified in the contract/order address of delivery of the goods/ performance of the service.
- 5 The Contractor shall be obliged to guarantee and shall be held liable that his personnel and subcontractors, hired by him, comply with all legal requirements for protection of the life and health of the workers, as well as protection of the environment. The personnel and subcontractors used by the Contracting authority shall have the right of access only to the sections specified by the Contracting authority. The instructions of the construction and assembly supervision of the Contracting authority are mandatory and must be complied with. The Contractor shall explicitly undertake to comply with all laws and regulations and shall exercise control over the citizens of the Republic of Bulgaria or foreign citizens, employed by him or by his subcontractors, in accordance with the relevant Bulgarian and European labour legislation. Before starting the work, the Contractor shall prove compliance with the obligations regarding the control exercised by him, by presenting a complete set of relevant documentation (residence permit, work permit, etc.), without being explicitly requested by the Contracting authority, and shall ensure that the Contracting authority and/or his employees shall not be liable for failure to comply with these obligations, including damages caused in this respect.
- 6 The Contractor shall be committed to the obligation of comprehensive coordination and cooperation with all working on the site. The Contractor shall be obliged to comply with all regulations governing the rights and obligations of the employees, which include but are not limited to: Labour Code, Health and Safety at Work Act, Spatial Planning Act, and in most conscientious way support the companies of the EVN group, in their function of Contracting authorities, as well as the persons in charge (coordinators, project managers), in the performance of their

duties. The goal is to ensure the implementation of principles for prevention of hazards in compliance with all guidelines of the relevant authorities. The Contractor is obliged to guarantee that the Contracting authority and/or any of Contracting authority's offices and employees shall not be liable for damages resulting from the failure of these obligations.

- 7 The Contractor shall ensure that deliveries/services comply with all legal provisions and current state of the art. The Contractor shall guarantee the qualitative and timely performance of the respective delivery/service. For the warranty of the goods/services the relevant existing legislation shall apply, unless otherwise agreed in the contract/order. The warranty shall cover any defects occurring within the agreed warranty period. The proof of flawless, according to the contract, performance is obligation of the Contractor. If, in connection with correcting a defect or shortage, any disassembly, assembly as well as any other additional costs are incurred, they shall be borne by the Contractor. It is the obligation of the Contractor to eliminate within the warranty period as quickly as possible all defects or shortages occurred or, at the choice of the Contracting authority, replace the delivered goods/performed services with new ones. The delivered goods/performed services shall be inspected by the Contracting authority at the time of their use at the latest. If the Contractor fails to comply with his obligations concerning the agreed warranty of the goods/services and the defects or shortages have been repaired by a third party, the Contractor shall be obliged to bear all costs arising in this respect.
- 8 The Contractor shall be held liable for any damages resulting from actions or inaction of the Contractor, his personnel, his subcontractors or any other persons to whom the Contractor has assigned work, in the process of or on the occasion of execution of the delivery/service, as well as for damages caused by the used materials or parts of these materials. The Contractor shall also be held liable for all materials, construction equipment or other items for installation or storage, provided to him by the Contracting authority. In each individual case of damage, the Contractor shall prove that he, his personnel, subcontractors or other persons, to whom he has assigned work, are not guilty. This shall also apply to damages caused by negligence or lack of due diligence. Any actions or claims by employees or third parties concerning damages arising in connection with performance of the contract/order should be addressed to the Contractor. The Contractor shall ensure that the Contracting authority shall not be held liable for such damages.
- 9 The Contractor shall, at his own expense, conclude the relevant general liability/professional indemnity insurance, to cover all liability risks arising from the law and/or the contract/order. The insurance shall also cover the liability for damages to third parties of all subcontractors and persons employed by the Contractor in performance of the contract/order.
- 10 Invoices must be sent to the specified in the contract/order billing address, in one original copy, and shall contain the contract and/or order number. Invoices must comply with the applicable legislation, in particular both the Contracting authority's and the Contractor's VAT identification numbers are to be specified, as well as the explicit applicable VAT amount is to be entered on a separate line in the invoice. Invoices that do not meet these requirements shall not be considered as grounds for due payment and the Contracting authority shall reserve the right to return them to the Contractor for correction, whereas in this case the payment period shall be extended until the Contracting authority receives an invoice complying with all requirements under these General purchasing terms and conditions and the contract/order. The payment period shall begin to run from the receipt of the invoices and all accompanying the delivery/service documents at the specified in the contract/order billing address, under the provision

that the delivery/service has been, as stipulated in the contract/order, accepted via bilaterally signed delivery and acceptance protocol. In case it has not been explicitly otherwise agreed, with partial deliveries or partial performance of services it shall be acceptable to issue an overall invoice after the complete performance of the contract/order. Payments in these cases shall be made not later than the period specified in the contract/order. Upon delay of payment caused by the Contracting authority, the statutory interest for late payment shall be applied in accordance with the provisions of the Obligations and Contracts Act. Except for the legal interest for delay the Contracting authority shall not owe payment of any other damages or penalties, except in cases of proven wilful misconduct.

11. Notifications of concluded deeds of assignment must be made in writing (not by fax or e-mail) through registry in the record-keeping system of the Contracting authority, to the attention of Financial Affairs department. In these cases, the Contracting authority shall be entitled to charge and withhold a handling and maintenance fee of 1% of the amount of the transferred receivable, but not more than BGN 5,000.
12. Right of retention in favour of the Contractor shall not be allowed, unless expressly regulated by law. The Contracting authority shall be entitled to set off his own debts and receivables, which the Contractor owes to related to the Contracting authority companies from the EVN AG group, included in the consolidated annual financial statement of EVN AG, registered in the district court Wiener Neudorf under UIC FN 72000 h and VAT ID: ATU14704505, against amounts payable to the Contractor.
13. The Contractor strongly agrees that in the performance of this contract/order will comply with the General Data Protection Regulation, the Bulgarian Personal Data Protection Act and the secondary legislation in this field. All personal data which he has become familiar with, in the course of performing of the contract/order, where appropriate may be provided to third parties (e.g. design companies, owners of facilities, insurers, etc., but not competitors) only in compliance with these requirements and after the consent of the Contracting authority. The Contractor shall be obliged to immediately notify the Contracting authority in the event of any breach found in the security of the processing of personal data. The Contractor shall be obliged to take reasonable measures so as to ensure the reliability of each employee who may have access to personal data and ensure that the access is strictly limited to those persons who actually must have access to the information for the purpose of performance of the contract/order. The Contractor shall be held liable that both his employees and all those who provide services in connection with the performance of the contract/order, will comply with the provisions of these General purchasing terms and conditions and the legal requirements in connection with the protection of personal data. The Contractor shall undertake to implement appropriate technical and organizational measures, aiming at ensuring a level of security corresponding to the possible risk, as well as to keep the personal data in the volume and storage period as required by the applicable legislation. The Contractor shall be obliged to compensate damages which a person may incur as a result of processing of personal data by the Contractor, which processing violates the Regulation or other legal provisions for personal data protection.

14. The Contractor shall declare and ensure that in the course of delivery of the goods/performance of the service, the rights of third parties on intellectual or industrial property will not be violated. The Contracting authority shall not be held liable in case of any possible claims of third parties in this connection and payment claims will be directed to the Contractor.
15. In the event that the Contractor delays in performing a delivery/service under the contract/order, the Contracting authority shall be entitled to insist on provision of the delivery/service in accordance with the contract/order or after setting a reasonable additional time limit and the delivery/service is still not provided within this additional time limit, to terminate the contract in writing unilaterally. In addition, the Contractor owes to the Contracting authority compensation for damages arising as a result of the respective non-performance. The Contracting authority shall be entitled to unilaterally terminate the contract without prior notice, if proceedings of declaring bankruptcy have been opened against the Contractor, or the Contractor has been declared bankrupt, or his property has been put under seizure or foreclosure for repayment of debt. Upon withdrawal from the contract the Contracting authority has to cover the cost of all deliveries/services performed to date by the Contractor, in case that the Contracting authority will be able to use them for their intended purpose stated in the contract/order. In no case will the Contracting authority be liable to pay for more than what has already been delivered/ performed.
16. The Contracting authority shall be entitled to transfer the contractual relationship with all rights and obligations to another related company from the EVN AG group. The Contractor shall not be entitled, unless in the case of a prior written consent by the Contracting authority, to transfer the contract/order both in full or partially to any third parties and/or to engage subcontractors.
17. All disputes arising from the interpretation and performance of the contract/order shall be settled by the parties in friendly manner by negotiations, consultations and mutually beneficial agreements. If such agreements cannot be achieved, the dispute shall be referred to the competent court according to the domicile of the Contracting authority. The substantive law according to the court registration of the Contracting authority shall apply under exclusion of the application of the United Nations Convention on Contracts for the International Sale of Goods (UNCITRAL trade law) and the reference provisions of international private law. The language of the contract shall be the official language of the country according to the court registration of the Contracting authority.
18. If certain provisions of these General purchasing terms and conditions are, or become in full or partially invalid or not feasible, it will not affect the validity of the remaining provisions. To substitute the invalid or not feasible provisions, the Parties agree to settle their relationships in a way that is as close as possible to what the parties have pursued through the become invalid or not feasible provisions of these General purchasing terms and conditions.

## EVN Group Integrity Clause

The contractor has taken cognizance of the following integrity clauses, to which the EVN Group is also committed, and shall take them into consideration when rendering its deliveries/services. The client is entitled to revise the content of these duties at any time. In case of violation, the client is entitled to request negotiations in order to re-establish the contractual conditions. If the contractor fails to comply with this request within one month or does not desist from or correct the ascertained breach of contract amicably or within a reasonable period of grace, the client is entitled to terminate the contract with immediate effect. If the contractor refuses or prevents such revisions from being carried out, the client is likewise entitled to terminate the contract with immediate effect. Furthermore, the contractor undertakes to make the following principles and policies binding upon its upstream suppliers and subcontractors.

1. Recognition of human rights. Our contractors and subcontractors are expected to recognize and uphold the United Nations Declaration on Human Rights and to ensure that they are not involved in violations of human rights.
2. No child labour or forced labour. During the manufacture of their products and provision of their services, our contractors and subcontractors undertake not to use or tolerate the use of child labour or forced labour or other involuntary labour as set out in the Conventions of the International Labour Organization (ILO).
3. No discrimination or harassment in the workplace. Each employee shall be treated with respect and dignity. No employee shall be physically, mentally, sexually or verbally harassed, abused or discriminated because of his or her sex, race, religion, age, origins, handicap, sexual orientation or political or ideological views.
4. Safety and health in the workplace. Our contractors and their subcontractors must ensure that safety and health are guaranteed for their employees in the workplace while observing any applicable laws and regulations. Free access to drinking water, sanitary facilities, appropriate fire prevention equipment, lighting, ventilation and - if necessary - suitable personal protective equipment must be provided. Employees shall be trained in the correct use of protective equipment and in general safety rules.
5. Labour and social security laws. Our contractors and their subcontractors undertake to abide by the labour and social security laws that apply in each country when implementing contracts.
6. Transparency as regards working hours and remuneration. Working hours shall be in line with applicable laws. The persons employed by our contractors and subcontractors shall receive employment contracts in which working hours and remuneration have been laid down.
7. Protection of the environment. We expect our contractors and their subcontractors to observe all applicable laws and regulations on the protection of the environment when carrying out their entrepreneurial activities and to pay proper attention to economic, ecological and social aspects when rendering their services/deliveries and thus not lose sight of the importance of sustainable development.
8. Reduction in the use of resources, waste and emissions. The continuous improvement in the efficiency of how resources are used is an important part of management and running a business. Our contractors and their subcontractors shall minimize waste of any sort and discharges and emissions into the air, water and ground.
9. High ethical standards. We expect our contractors and their subcontractors to attach a high degree of importance to business ethics, to abide by prevailing national laws (in particular labour, competition, anti-trust and consumer laws) and to refrain from engaging or participating in corruption, bribery, deceit or blackmail.
10. Transparent business relationships. Our contractors and their subcontractors shall abstain from offering, requesting, granting or accepting any gifts, payments or other comparable advantages or gratuities that might induce someone to violate his or her duties.
11. Right of assembly and strike. The persons employed by our contractors and their subcontractors should be granted the right to participate in assemblies and strikes in accordance with the laws of the country where they work without having to fear any possible consequences.

(Issued in October 2010)