

## Технически изисквания / Technical requirements

Към Ло

Поръчка № 645-ЕС-19-СІ-Д-З, с предмет: Закупуване на нови лицензи, осигуряване на поддръжка, разработване на допълнителни функционалности или промяна на съществуващи, както и свързаните с това услуги за консултации и обучения за софтуера за управление на търговия с ел. енергия e-sales

Order Nr. 645-ЕС-19-СІ-Д-З, with subject: Purchase of new licenses, provision of maintenance, development of additional functionalities or amendment of the existing ones and the related services for consultation and trainings for the software application for energy trading management e-sales

I. Общи изисквания към системата за търговия с ел. енергия e-sales

1. Общи изисквания – продуктът трябва да:

1.1. Поддържа следните видове данни:

1.1.1. Основни данни – детайли за потребител/производител, правни взаимоотношения, технически данни за потребител/производител, измервателни точки, т.н;

1.1.2. Измервателни и прогнозни данни – за потребители/производители с регистърни данни и товарови профили със съответстващите им прогнозни количества (виртуални измервателни точки);

1.1.3. Допълнителни данни – метео данни включващи, но не изчерпващи се само с: температура, валежи, точка на оросяване, влажност, скорост на вятъра, слънчева радиация; валутни данни – обменни курсове; календар с работните и неработни дни в различни европейски държави.

1.2. Поддържа следните формати: KISS, XML, TEXT, CSV, EXCEL, ESS, MSCONS, HTML.

1.3. Позволява приоритизиране на задачите и batch функционалност.

1.4. Позволява няколко потребители да работят едновременно.

1.5. Поддържа часови зони.

1.6. Поддържа зимно и лятно часово време.

1.7. Поддържа тестова и продуктивна среда.

1.8. Управлява поне 5600 времеви редици служещи за целите на фактурирането.

1.9. Има версия на английски език и опция да поддържа версии на други езици.

I. General terms and conditions to the system for energy trading management e-sales

1. General Requirements – The product should:

1.1. Support the following data:

1.1.1. Master data – customer/producer details, legal relations, technical parameters of the costumer/producer, metering points, etc.

1.1.2. Meter and forecast data - both interval (load profiles) and non-interval data (read/registered data) associated with the customer/producer as well as the corresponding forecasted loads (virtual metering points);

1.1.3. Auxiliary data – weather data such as but not limited to temperature, rainfall, dew point, air humidity, wind speed, radiation; currency data – exchange rates; holiday calendars of different European countries.

1.2. Support the following formats: KISS, XML, TEXT, CSV, EXCEL, ESS, MSCONS, HTML.

1.3. Allow task prioritizing and batch functionality.

1.4. Allow multiple users to work with it simultaneously.

1.5. Provide time zone support.

1.6. Support summer-winter time.

1.7. Support both test and productive environments.

1.8. Administrate at least 5600 billing relevant time series.

1.9. Have version in English with option of Multilanguage support.

2. Имортиране и експортиране на данни, обработка на данни и репорти – продуктът трябва да:

2.1. Поддържа интерфейси към системите за фактуриране, прогнозиране и отчитане на измервателните данни.

2.2. Поддържа импортиране на данни от различни източници (ЕСО, енергийни борси) във форматите

2. Data Import, Data Export, Data Processing, and Reporting – the Product should:

2.1. Support interfaces to the billing, forecasting, metering systems.

2.2. Support data import from various sources (eg. TSO, power exchanges) in the formats listed in point 1.2.

изброени в точка 1.2.

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| 2.3. Импортира/получава данни чрез различни източници – FTP, имейл, data link към други приложения.  | 2.3. Import/Receive data from different sources – FTP, mail, data link to other applications.   |
| 2.4. Генерира стандартизирани отчети.  | 2.4. Generate standardized reports.   |
| 2.5. Позволява генерирането на нестандартизирани отчети – чрез свободно избиране на нужната информация от потребителя и чрез SQL заявки.                 | 2.5. Allow generation of non-standardized reports – both simple user-tailored reports and SQL queries.                                  |
| 2.6. Поддържа автоматично, периодично изпращане стандартизирани отчети до вътрешни за холдинга дружества и до външни лица/организации.                   | 2.6. Support automatic dispatching of regular standardized reports to both internal (to the Holding) and external recipients.           |
| 2.7. Позволява групирането на контрагенти по зададени критерии.  | 2.7. Allow grouping of counterparties according to defined criteria.  |
| 2.8. Свързва прогнозните и измервателните данни със съответните основни данни.   | 2.8. Associate forecast and meter data with corresponding master data.  |
| 2.9. Позволява валидиране на данните при зададени изисквания за тяхното качество.  | 2.9. Provide data validation against defined requirements.  |
| 2.10. Маркира данните - грешни, валидирани, ръчно въведени/променени.  | 2.10. Flag the data – wrong; validated; manually manipulated.   |
| 2.11. Генерира отчет за грешки в данните и списък с грешките.  | 2.11. Generate data error reports and lists of data errors.   |
| 2.12. Позволява промяна на стойностите – ръчни промени; смяна на статус; копиране на данни от една времева редица в друга и от excel във времева редица. | 2.12. Allow values editing– manual editing; modifying status; copy/paste values from line to another line and from spreadsheet to line. |
| 2.13. Предлага възможности за обработка на данните и агрегиране им:  | 2.13. Provide simple data processing and aggregation functionalities:   |
| 2.13.1. агрегиране на база времеви интервали – минути/часове/месеци/години;  | 2.13.1. aggregate the data on different time intervals – minutes/hours/days/months/years;   |
| 2.13.2. агрегиране на база посока на енергията (потребление/производство);   | 2.13.2. aggregate based on energy direction (consumption/production);   |
| 2.13.3. агрегиране на база тип клиент и тип енергиен източник;   | 2.13.3. aggregate based on type of consumer and type of energy source;  |
| 2.13.4. агрегиране на база основни данни, пр. мощност, цени;   | 2.13.4. aggregate based on master data information, e.g. capacity, prices;  |
| 2.13.5. графично изобразяване на криви и възможност за работа с няколко времеви редици едновременно;   | 2.13.5. allow working with and visualizing of several time series simultaneously;   |
| 2.13.6. автоматично групиране на времеви редици по различни критерии, както и възможност за ръчно създаване на групи;                                    | 2.13.6. allow time series automatic grouping based on different criteria as well as creation of manually edited groups;                 |
| 2.13.7. автоматично преобразуване на мерни единици – напр. КВч в МВч и в обратната посока;   | 2.13.7. automatic conversion of metering units– kWh to MWh, etc and vice versa;   |
| 2.13.8. графично представяне на времеви редици в различни мерни единици – пр. температура и товар.   | 2.13.8. visualize simultaneously times series of different dimensions – e.g. temperature and load lines.                                |
| 2.14. Обобщава статистически данни за индивидуални и агрегирани/групирани времеви редици – мин/макс/средна стойност/сума.                                | 2.14. Calculate summary statistics of individual and aggregated/grouped times series – min/max/average/total.                           |

2.15. Позволява употребата на математически функции:	2.15. Allow usage of mathematical functions:
2.15.1. основни – пр. събиране/изваждане, умножение/деление;	2.15.1. common math functions – e.g. addition/subtraction, multiplication/division;
2.15.2. логически - пр. „ако... тогава“;	2.15.2. logical functions – e.g. conditional if-functions;
2.15.3. функции за времеви редици – напр. взимане на стойности със задна дата;	2.15.3. time series functions – e.g. time lags;
2.15.4. функции за обработка на данни – напр. работа със стойности с определен статус/флаг.	2.15.4. data functions – e.g. take values with given status.
3. Управление на клиенти – продуктът трябва да:	3. Account Management – The Product should:
3.1. Съхранява данните за връзка с потребителите/производителите.	3.1. Store customer/producer contact information.
3.2. Съхранява мощност и друга техническа информация.	3.2. Store capacity and other relevant technical information.
3.3. Съвързва/асоциира измервателни точки и виртуални линии към съответния потребител/производител.	3.3. Associate all the relevant metering and virtual point to a customer/producer.
3.4. Съвързва/асоциира цени/марж и тарифи към даден потребител/производител.	3.4. Associate prices/margins and tariffs to the customer/producer.
3.5. Визуализира графично измерената и прогнозираната консумация/производство.	3.5. Visualize graphically measured consumption/generation and scheduled one.
3.6. Проследява товарните профили, търгуваните количества, приходите и разходите.	3.6. Monitor load profiles, traded volumes, revenues and costs.
3.7. Пази архив на информацията пратена до/получена от потребителите/производителите.	3.7. Keep record of all information sent to/received from the customers/producers from/to the system.
3.8. Запазва цялата нужна за счетоводни цели информация за всеки клиент.	3.8. Store all the billing relevant information relevant for any given customer.
3.9. Различава типове контрагенти.	3.9. Distinguish between different type of partners and relationships.
4. Графици – продуктът трябва да:	4. Scheduling – the Product should:
4.1. Обработва и агрегира графици спрямо предварително зададени критерии, както и позволява ръчна агрегация	4.1. Process and aggregate schedules based on pre-defined grouping criteria as well as allow manual aggregation.
4.2. Създава графици на база изпратени такива от външни лица/организации, прогнози и резервирани транзакции.	4.2. Create schedules based on imported schedules, forecasts, booked transactions.
4.3. Позволява проверка на графиците – технически грешки, спазване на крайни срокове, проверка на баланса на графиците.	4.3. Allow schedules validation - technical errors, deadline compliance, checking the schedules balance.
4.4. Изчислява графици – нетиране, баланс на графиците.	4.4. Calculate schedules – netting, schedule balance.
4.5. Автоматично изпраща графиците до контрагенти и ЕСО в предварително зададен час и адреси.	4.5. Send automatically schedules to the contractual partners and the TSO (at a predefined time and to the predefined addressees).
4.6. Получава и обработва потвърждението от ЕСО.	4.6. Receive and process the TSO's confirmations.
4.7. Съхранява на получените и изпратени графици.	4.7. Store the received and sent schedules.
4.8. Защишава информацията на вече изпратените графици от промяна.	4.8. Protect the already dispatched schedules from further changes by the users.

4.9. Автоматично уведомяване за грешка в данни и уведомяване на изпращача (външен контрагент) за грешката.	4.9. Generate automatically error report and notifies the sender (third party) for the errors.
4.10. Съхранява потвържденията на графиците.	4.10. Store schedule confirmations.
4.11. Позволява управление на версиите на графиците.	4.11. Support version management – recording and storing different versions of the schedules.
4.12. Генерира графици за различни времеви зони – EET и CET.	4.12. Support schedule generation according both CET and EET.
4.13. Поддържа 15- и 60-минутни графици.	4.13. Support 15 minutes and 60 minutes schedules.
5. Балансиране и сетълмент – продуктът трябва:	5. Balancing and Settlement – the Product should:
5.1. Автоматично импортира и съхранява официалния сетълмент на балансиращата група предоставен от ECO.	5.1. Automatically import and store the official settlement of the BGs provided by the TSO.
5.2. Автоматично импортира измервателни данни подадени от различните мрежови оператори.	5.2. Automatically import metering data from different metering operators.
5.3. Позволява трансфер на данни към и от модулите за управление на графици и портфолио.	5.3. Support data transfer from/to scheduling/portfolio management module.
5.4. Определя недостиг и излишък за цялата балансираща група и всеки неин член за период на сетълмент.	5.4. Estimate the shortage/credit and surplus/debit for the entire balancing group and each member of the balancing group per period of settlement.
5.5. Разпределя небалансите на групата между нейните членове според предварително зададен механизъм.	5.5. Allocate the group imbalances to its members based on a pre-defined methodology/rules.
5.6. Позволява на потребителите на системата да задават и променят методиката и правилата за балансиране без да е необходима намеса на фирмата доставчик/разработчик.	5.6. Allow the users to change the methodology/rules with no need of interference of the software developing company.
5.7. Изчислява индивидуални цени за балансиране на всеки участник на пазара спрямо алокацията на небалансите, цените на балансиране определени от ECO и спрямо зададената методика и правила.	5.7. Calculate the individual prices for balancing of each market participant based on the imbalance allocation, balancing prices as defined by TSO, and the pre-defined balancing methodology/rules.
5.8. Агрегира резултатите от балансирането и сетълмента спрямо законовите изисквания и/или нуждите на групата на EVN.	5.8. Aggregate balancing results and settlements in accordance of the legal requirements or/and according EVN needs.
5.9. Генерира и автоматично разпраща извлечения за сетълмент на членовете на балансиращата група и до засегнатите институции и отдели в групата на EVN.	5.9. Generate and automatically dispatch settlement reports to the balancing group's members and to any other relevant institution/company's department.
5.10. Защишава информацията във вече изпратените сетълменти от последващи изпращането промени.	5.10. Protect the already dispatched settlements from further changes by the users.
5.11. Позволява използването на повече от един механизъм за балансиране за дадена балансираща група с цел анализ.	5.11. Allow the existence of more than one balancing mechanism per balancing group for simulation purposes.
5.12. Позволява администрирането на повече от една балансираща група.	5.12. Support administration of more than one balancing groups.
5.13. Позволява управление на вариации на сетълментите – различни версии може да се получат при корекции в данните използвани при генерирането на сетълмента.	5.13. Support version management of settlements – different version may result due to correction in data used for generating the settlement.

6. Управление на портфолио – продуктът трябва да:	6. Portfolio management – the Product should:
6.1. Предоставя възможност за сегментация на потребителите/производителите.	6.1. Provide means for costumers/producers segmentation.
6.2. Предоставя възможност за въвеждане на транзакции за различни продукти – енергия, капацитет, такси.	6.2. Provide means for booking transaction for different products – energy, capacity, charges, fees.
6.3. Структурира транзакциите в работни книги.	6.3. Structure transaction into books.
6.4. Позволява въвеждане на транзакциите както със стандартни продукти (върхова, не-върхова, базова), така и базирани на товарови профили.	6.4. Allow booking transactions with standard products (peak, off-peak, base) as well as with based on load profiles.
6.5. Позволява симулация с работните книги с цел оптимизиране на енергийния микс.	6.5. Allow simulation with books in order to optimize the procurement mix.
6.6. Различава количествени и финансови сделки.	6.6. Distinguish between physical and financial trades.
6.7. Позволява въвеждането на сделки за повече от една организация.	6.7. Allow booking deals for more than one organization.
6.8. Дава възможност за групиране на транзакциите.	6.8. Provide means for transactions bundling.
6.9. Формира крива на бъдещата цена.	6.9. Allow developing price forward curve.
6.10.Импортира спот цените на ел. енергията.	6.10.Import electricity spot prices.
6.11.Дава възможност за репорти на отворените позиции и цени.	6.11.Provide open position reporting and pricing.
6.12.Следи и анализира търговията, оборота, маржините и отворените позиции за различните книги.	6.12.Monitor and analyze trade, turn-over, margins and open positions for different books.
6.13.Позволява управление на статуса на транзакциите (планирани, потвърдени, отменени).	6.13.Allow status management for transactions (planned, confirmed, canceled).
6.14.Прехвърля информация за транзакциите към модулите за управление на графици и балансиране.	6.14.Transfer transaction data to scheduling and balancing modules.
6.15.Поддържа няколко мерки за риск – пр. VaR, PnL.	6.15.Provide several risk measurements – e.g. VaR, PnL
6.16.Позволява определянето на рисковата премия за различните сегменти и контрагенти.	6.16.Allow definition of risk premiums for different segments and counterparties.
6.17.Позволява да се задават търговски лимити на контрагентите и на търговеца от страна на EBH.	6.17.Allow assignment of trading limits to counterparties and trader limits.
6.18.Поддържа няколко варианта за затваряне на отворени позиции – напр. избор на оферта от партньори или на продукт от енергийната борса.	6.18.Provide several options for closing open positions – e.g. offer selection from market partners or product selection from spot markets.
6.19.Генерира оферти към бизнес партньори.	6.19.Generate requests for offer to market partners.
7. Сигурност – продуктът трябва да:	7. Security – the Product should:
7.1. Позволява различни правомощия на потребителите спрямо техните отговорности и определени нива на достъп до информация и обработване на информация. Например:	7.1. Allow for different user rights based on users' responsibilities and pre-defined rights to access or/and manipulate the information. For example:
7.1.1. Права за ръчна промяна в данните;	7.1.1. Rights to manually change data;
7.1.2. Права за разпращане графици;	7.1.2. Rights to dispatch schedules;
7.1.3. Права за дефиниране и промяна в механизми за балансиране.	7.1.3. Rights to define and modify balancing mechanism.
7.2. Следи и пази архив на важни действия извършени от потребителите в системата – дата, потребител, промяна в данните, стара и настояща	7.2. Keep logs for actions of importance in the system – date, user, data changed, old value, current value, functions used etc.

стойност, използвани функции, т.н.

7.3. Следи и пази архив на информацията изпращана извън групата на EVN. 7.3. Keep log of all information sent to third parties.

8. Друго:

8. Other:

8.1. Автоматично причисляване на детайли към измервателни точки без да е необходима намеса на фирмата доставчик/разработчик. 8.1. Automatic assignment of details to metering points without the need of interference of the software developing company.

8.2. Причисляване на измервателни точки към специални договори посредством специално създадения за целта тип договор Bulgarian metering point contract. 8.2. Assignment of metering points to special contracts through the specially created for this purpose Bulgarian metering point contract.

8.3. Възможност за импортиране на времеви редици в UTC и EET времеви зони 8.3. Possibility of importing time series in UTC and EET time zones.

II. Осигуряване на поддръжка

II. Provision of maintenance

1. Осигурена поддръжка за периода от Понеделник до Петък (от 07:30 до 17:30 ЦЕВ) 1. Provided support for the period from Monday to Friday (from 07:30 AM until 5:30 PM CET)

2. Предоставяне на телефон(и) и e-mail за обслужване извън работно време 2. Provided telephone number(s) for services outside the working hours

3. Приемане на съобщения за грешки 7x24h (email/fax/helpdesk) 3. To receive error messages 7x24h (fax/helpdesk)

4. Време за реакция в рамките на установеното работно време: 4. Response time within the established working hours:

4.1. при грешки, правещи системата неизползваема или водещи до значително ограничаване на функционалностите ѝ - 4 часа 4.1. for errors, which make the system unusable or which lead to a significant limitation of its functionalities - 4 hours

4.2. при грешки, водещи до незначително ограничаване на функционалностите ѝ - 6 часа 4.2. for errors, which lead to insignificant limitation of its functionalities - 6 hours

4.3. при грешки с по-нисък приоритет от горепосочения - 14 работни дни" 4.3. for errors with a lower priority than the above-said - 14 working days"

5. Време за реакция извън рамките на установеното работно време: 5. Response time outside the established working hours:

5.1. при грешки, правещи системата неизползваема или водещи до значително ограничаване на функционалностите ѝ - 4 часа 5.1. for errors, which make the system unusable or which lead to a significant limitation of its functionalities - 4 hours

5.2. при грешки, водещи до незначително ограничаване на функционалностите ѝ - 6 часа" 5.2. for errors, which lead to insignificant limitation of its functionalities - 6 hours"

III. Обработка на нови изисквания или доработка на системата III. Processing of new requirements or elaboration of the system

1. EVN предоставя изискване за закупуване на нови функционалности, доработка на системата, както и за нужда от предоставяне на обучение 1. EVN provides requirement for the purchase of new functionalities, elaboration of the system, as well as for the need of provision of training

2. Проверка на изискването и обработка на възникнали въпроси от страна на изпълнителя -10 работни дни 2. Checking the requirement and processing of issues that have arisen on the part of the contractor - 10 working days

3. Възложителя изяснява отворените въпроси 3. The Contractor shall clarify the open points

4. Предоставяне на оферта от страна на изпълнителя, по одобрен ценоразпис на услугите, след изясняване на всички отворени въпроси 4. Bid provision by the Contractor, as per approved price list of the services, after clarification of all open points



- |  |  |
|--|--|
| 5. Съгласуване на времената за реализация  | 5. approval of the implementation time   |
| 6. Проверка и потвърждение на офертата от страна на възложителя  | 6. Verification and confirmation of the bid by the employer  |
| 7. При софтуерни разработки  | 7. At software developments  |
| 7.1. изготвяне и доставяне на софтуерните функции в тестовата система. Предоставяне на формуляр за инсталация.                                       | 7.1. preparation and delivery of the software functions in the test system. Provision of a form for installation.  |
| 7.2. тест и приемане от страна на възложителя  | 7.2. test and acceptance on the part of the employer   |
| 7.3. инсталиране в продуктивна система. Предоставяне на формуляр за инсталация.  | 7.3. installation in productive environment. Provision of a form for installation.   |
| 7.4. тест и приемане от страна на възложителя. Приемането приключва с подписването на приемателен или транспортен протокол в продуктивната система." | 7.4. test and acceptance on the part of the employer. Adoption is completed with the signing of delivery and acceptance or transport protocol in the productive system." |
| 8. При услуги, свързани с консултации или обучения   | 8. In the case of services, related to consultations or trainings  |
| 8.1. провеждане на консултациите/обученията  | 8.1. conduct of consultations/trainings  |
| 8.2. приемане на консултациите/обученията. Приемането се документира чрез потвърждение на предоставените отчети за извършена работа"                 | 8.1. acceptance of the consultations/trainings<br>Acceptance shall be documented by means of confirmation of the provided reports of work done"                          |
| 9. Изпълнителя предоставя нужната документация на възложителя  | 9. The Contractor shall provide the required documentation to the employer   |
| 10. Изготвяне на фактура и заплащане   | 10. Invoicing and payment  |
| IV. Предоставяне на ценоразпис за консултанти по приложения/ разработчици на софтуер<br>1 човекоден=8 часа.  | IV. Provision of a price list for consultants per applications/software developers<br>1 man-day = 8 hours.   |
| V. Предоставяне на ценоразпис за обучения  | V. Provision of a price list for trainings   |

05.03.2020

(Дата) (Date)

Информацията е заличена съгл. чл. 45  
и чл. 59, ал. 1 от ЗЗЛД

(Участник подпис и печат) (Participant signature and stamp)

ware GmbH  
29

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# Offer

## Provision of maintenance, development of additional functionalities or amendment of existing and related services for consultation and trainings for the energy trading management software *robotron\*~~e~~ sales*

---

Offer-No.: **A1238-19ü1**

Date: March 4, 2020

No. of pages: 11

for: **EVN Bulgaria Elektrosnabdyavane EAD**  
37, Christo G. Danov Street  
BG-4002 Plovdiv  
Bulgaria

Contact: Информацията е заличена съгл. чл.  
45 и чл. 59, ал. 1 от ЗЗЛД  
Phone:  
Fax:  
E-Mail:

from: **Robotron Databank-Software GmbH**  
Stuttgarter Straße 29  
01189 Dresden

Contact: Информацията е заличена съгл. чл. 45 и  
чл. 59, ал. 1 от ЗЗЛД  
Phone:  
Fax:  
E-Mail:



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Dear Mrs. Kaneva,

Please find below our offer for the purchase of new licenses, provision of maintenance, development of additional functionalities or amendment of existing and related services for consultation and trainings for the energy trading management software **robotron\*~~e~~sales**.

The offer is subject to the framework agreement between EVN Austria and Robotron Datenbank-Software GmbH, active from 01.11.2018 until 30.06.2021.

## 1 Price quote

The cost calculation according to the given requirements is provided in the following section. The costs are divided into:

- Maintenance Licenses
- Maintenance Add-ons
- Maintenance Services – Functional Support
- Maintenance Services – Call-on duty/ Standby
- Consulting Services – Working Hours
- Consulting Services – Outside Working Hours and Saturdays
- Consulting Services – Sundays and Holidays
- Travel Expenses

### 1.1.1 Maintenance Licenses

Description	Unit	Qty.	Unit price in € without VAT	Total value in € without VAT
Software maintenance of purchased licenses <i>robotron*<del>e</del> sales</i> : time series up to 5600: 168.608 Euro	36	Months	2.529,12	91.048,32
<b>Grand total maintenance licenses</b>				<b>91.048,32</b>

For details regarding the purchased licenses and subsequent maintenance fee, as well as a detailed payment plan, please refer to Appendix 7 – Cost of Licenses.

### 1.1.2 Maintenance Add-ons

Description	Unit	Qty.	Unit price in € without VAT	Total value in € without VAT
Software maintenance of developed add-ons for <i>robotron</i> *e/sales: 14.520 Euro	36	Months	181,50	6.534,00
<b>Grand total maintenance add-ons</b>				<b>6.534,00</b>

The administration services calculated in the offer correspond with the bronze-level-service and contain fault processing as well as the provision of changes (e.g. patches) as described in the sample maintenance contract (see appendix 9). An increase of the service level and therefore an improvement of the range of services (concerning additional support operational services) is always possible.

For further modules (license) and upgrade-licenses put into service the maintenance and administration costs for software have a share of 18 % of the license price per year.

The maintenance and administration costs for maintenance relevant business specific project components (e.g. interfaces, system extensions) are determined after the realization at 15 % of the actual maintenance relevant production costs.

If additional services (patching, consulting, operational support, hosting etc.) are requested, we would like to offer these services separately.

Further details are described in the maintenance contract template as part of the appendix.

### 1.1.3 Maintenance Services – Call-on duty/ Standby Service

Description	Unit	Qty.	Unit price in € without VAT	Total value in € without VAT
Call-on duty – yearly subscription	Year	3	5.500,00/ year	16.500,00
Call-on duty – hourly rate				
– Monday – Friday: 17:30 – 07:30 CET/CEST	per hour	35	200,00	7.000,00
– Saturday, Sunday and public holidays in Germany and Saxony all-day				
<b>Grand total maintenance services</b>				<b>23.500,00</b>

In order for the Call-on duty to be used, the yearly subscription must be ordered from the beginning of the contract. Should it not be ordered from the beginning, we need at least one month's notice for setup. The subscription will start one month after the notice has been given and will be billed on a monthly basis in the first year and as a yearly fee thereafter. The specific tasks and requirements will be defined during the initiation, should the service be required.

#### Maintenance-related questions arising from the Minutes of Negotiation (Appendix 7)

As for point 1.7 in the minutes of the negotiation (Appendix 7): there is no charge for opening a ticket via the eWMS ticketing tool, whether it is an error, or a new requirement. For issues handed over to our Service Desk by telephone or e-Mail, the time necessary for handling the ticket will be billed in 15 minute intervals according to the price for a "Consultant" as outlined below in Chapter 1.1.4 – "Consultant in Dresden".

Regarding point 1.8 in the minutes of the negotiation (Appendix 7): the Hotline/ helpline is an additional service that we provide. Questions regarding our application that can be answered within 15 minutes are free of charge. For more specific issues/requests that require more time to solve, the helpline will during the course of the call ask the caller to open a regular ticket.

### 1.1.4 Consulting Services – Working Hours

Consulting services are offered at the following rates:

Description	Unit	Quantity	Daily Rate (8h in €, excl. VAT)	Total value in € without VAT
Software developer in Dresden	Per day	40	800,00	32.000,00
Software developer in Plovdiv	Per day	15	950,00	14.250,00
Consultant in Dresden	Per day	55	900,00	49.500,00
Consultant in Plovdiv	Per day	30	1.050,00	31.500,00
Project manager in Dresden	Per day	80	900,00	72.000,00
Project manager in Plovdiv	Per day	30	1.050,00	31.500,00
<b>Grand total consulting services working hours</b>				<b>230.750,00</b>

### 1.1.5 Consulting Services – Outside Working Hours and Saturdays

Services outside the regular service hours require coordination and confirmation. The surcharge to the hourly rate for services outside the regular service hours are calculated as follows:

Surcharge for services outside the regular service hours (Mo to Fri: 07:30 – 17.30): 50 %  
Saturday: 50 %

Description	Unit	Qty.	Unit price in € without VAT	Total value in € without VAT
Software developer in Dresden	per day	3	1.200,00 €	3.600,00 €
Software developer in Plovdiv	Per day	2	1.425,00 €	2.850,00 €
Consultant in Dresden	per day	3	1.350,00 €	4.050,00 €
Consultant in Plovdiv	per day	2	1.575,00 €	3.150,00 €
Project manager in Dresden	per day	3	1.350,00 €	4.050,00 €
Project manager in Plovdiv	per day	2	1.575,00 €	3.150,00 €
<b>Grand total consulting services outside working hours and Saturdays</b>				<b>20.850,00 €</b>

### 1.1.6 Consulting Services – Sundays and Holidays

Services outside the regular service hours require coordination and confirmation. The surcharge to the hourly rate for services outside the regular service hours are calculated as follows:

Sunday: 100 %  
Public holidays in Germany and Saxony: 100 %

Description	Unit	Qty.	Unit price in € without VAT	Total value in € without VAT
Software developer in Dresden	per day	3	1.600,00 €	4.800,00 €
Software developer in Plovdiv	Per day	2	1.900,00 €	3.800,00 €
Consultant in Dresden	per day	3	1.800,00 €	5.400,00 €
Consultant in Plovdiv	per day	2	2.100,00 €	4.200,00 €
Project manager in Dresden	per day	3	1.800,00 €	5.400,00 €
Project manager in Plovdiv	per day	2	2.100,00 €	4.200,00 €
<b>Grand total consulting services outside working hours and Saturdays</b>				<b>27.800,00 €</b>



### 1.1.7 Travel Expenses

Travel and other expenses based on time and material are accounted as follows (valid for travels in Germany and to Bulgaria):

Travel time	50,00 €/h
Travelling costs car	0,65 €/km
Travelling costs (taxi etc.)	upon proof
Travelling costs plane	upon proof
Accommodation (middle class hotel)	upon proof
Daily allowance	acc. to legal regulations

### 1.2 Price summary

Pos.	Description	Total value in € without VAT
1.1.1	Maintenance licenses	91.048,32 €
1.1.2	Maintenance add-ons	6.534,00 €
1.1.3	Maintenance services – Call on-duty/ Standby	23.500,00 €
1.1.4	Consulting services working time	230.750,00 €
1.1.5	Consulting services outside working hours and Saturdays	20.850,00 €
1.1.6	Consulting services Sundays and Holidays	27.800,00 €
1.1.7	Travel expenses	
	<b>Total Sum</b>	<b>400.482,32 €</b>

## 2 Offer conditions and payment plan

- All prices are quoted net without the statutory value added tax
- Term of payment 30 days net
- 
- Binding period: 31.03.2020

### Payment plan:

- Consulting services: effectively performed services invoiced based on time and material and accompanied by an acceptance protocol
- Maintenance: quarterly payment after going into production, at the end of the quarter – please refer to Appendix 7.

### Contract Components:

- this offer
- Appendices: -> see page 11
- Framework Agreement between EVN Austria and Robotron Datenbank-Software GmbH

For additional information or questions please contact Mr. Daniel Sommer on  
telephone +49 3512 5859 2422.

Kind regards,

Информацията е заличена съгл. чл. 45 и  
чл. 59, ал. 1 от ЗЗЛД

Björn Heinemann  
Managing Director Robotron

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Appendix 9	Agreement of Processing of Personal Data

ФИНАНСОВО ПРЕДЛОЖЕНИЕ / FINANCIAL PROPOSAL

№	Наименование/Description	Мярка / Unit	Колво / Q-ty	Ед. Цена, в евро, без ДДС/ Unit price in Euro without VAT	Обща сума в евро, без ДДС/ Total value in Euro without VAT
<b>I</b>	<b>Поддръжка лицензи/ Maintenance licenses</b>				<b>91.048,68</b>
00010	Софтуерна поддръжка на закупени към момента лицензи за eSales: времеви поредици до 5.600/ Software maintenance of purchased licenses eSales: time series up to 5600: 168.608 Euro	month	36	2.529,12	91.048,68
	<b>Поддръжка add-ons/ Maintenance add-ons</b>				<b>6.534,00</b>
00030	Поддръжка на разработени към момента add-ons за eSales/ Maintenance of developed add-ons for eSales: 14 520 Euro	month	36	181,50	6.534,00
<b>II</b>	<b>Услуги по поддръжка/ Maintenance services</b>				<b>23.500,00</b>
00040	Call on-duty yearly subscription	year	3	5.500,00	16.500,00
00050	Call on-duty hourly rate (support during holidays)	per hour	35	200,00	7.000,00
<b>III</b>	<b>Консултантски услуги в работно време/ Consulting services working time</b>				<b>230.750,00</b>
00070	Software developer in Dresden	per day	40	800,00	32.000,00
00080	Software developer in Plovdiv	per day	15	950,00	14.250,00
00090	Consultant in Dresden	per day	55	900,00	49.500,00
00100	Consultant in Plovdiv	per day	30	1.050,00	31.500,00
00110	Project manager in Dresden	per day	80	900,00	72.000,00
00120	Project manager in Plovdiv	per day	30	1.050,00	31.500,00

№	Наименование/Description	Мярка / Unit	Колво / Q-ty	Ед. Цена, в евро, без ДДС/ Unit price in Euro without VAT	Обща сума в евро, без ДДС/ Total value in Euro without VAT
<b>IV</b>	<b>Консултантски услуги в извън работно време и събота / Consulting services outside working hours and Saturdays</b>				<b>20.850,00</b>
00130	Software developer in Dresden	per day	3	1.200,00	3.600,00
00140	Software developer in Plovdiv	per day	2	1.425,00	2.850,00
00150	Consultant in Dresden	per day	3	1.350,00	4.050,00
00160	Consultant in Plovdiv	per day	2	1.575,00	3.150,00
00170	Project manager in Dresden	per day	3	1.350,00	4.050,00
00180	Project manager in Plovdiv	per day	2	1.575,00	3.150,00
<b>V</b>	<b>Консултантски услуги в празнични Дни и неделя/ Consulting services Sundays and holidays</b>				<b>27.800,00</b>
00190	Software developer in Dresden	per day	3	1.600,00	4.800,00
00200	Software developer in Plovdiv	per day	2	1.900,00	3.800,00
00210	Consultant in Dresden	per day	3	1.800,00	5.400,00
00220	Consultant in Plovdiv	per day	2	2.100,00	4.200,00
00230	Project manager in Dresden	per day	3	1.800,00	5.400,00
00240	Project manager in Plovdiv	per day	2	2.100,00	4.200,00
<b>VI</b>	<b>Travel expenses</b>				
00250	Travel hours	per hour	40		
<b>TOTAL A</b>	<b>TOTAL A = I + II + III + IV + V</b>				<b>400.482,32</b>
<b>VII</b>	<b>Други/ Others</b>				
-	-				-
<b>TOTAL B</b>	<b>TOTAL A = I + II + III + IV + V + VII</b>				<b>400.482,32</b>

14.11.2019

05.03.2020  
(Дата) (Date)

**robotron**

Robotron Datent  
Stuttgart  
01189  
Telefon: 0

Информацията е заличена съгл. чл. 45 и чл. 59, ал. 1 от ЗЗЛД  
(Участник подпис и печат) (Participant, stamp and sign)



# Software Maintenance



for Products of the  
Robotron Energy Market Platform

EMS I

(Version: 25 February 2019)

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## DEFINITIONS

<b>AddOn / functional enhancement</b>	AddOns may provide enhancements, may keep the programmes up-to-date, and prevent errors. They contain technical modifications and improvements, as well as smaller functional advancements, and improvements, or error corrections of priorities 3 and 4.
<b>Bugfix</b>	Bugfixes include corrections to programmes, and other workaround solutions for possible errors. Bugfixes will be installed according to the relevant delivery order.
<b>Hotfix</b>	Hotfixes include corrections to programme parts with serious errors (priorities 1 and 2) that may be installed immediately in order to avoid a loss or corruption of data, or production downtimes. A preliminary delivery of software (AddOns) may in exceptional cases also be provided as a hotfix, which will generally be subject to separate remuneration. Hotfixes may be installed immediately for the particular patchset, regardless of the relevant delivery order of the respective AddOns/Bugfixes; however, subject to any dependency to other hotfixes.
<b>Defect</b>	A defect is a deviation from, or violation of, the contractually agreed programme characteristics, and/or a programme function. A defect will be identified as a result of an error analysis.
<b>Patch</b>	Patches keep the programmes up-to-date and prevent malfunctions. They include AddOns and Bugfixes.
<b>Patchset</b>	A Patchset is a cyclical collection of corrections and error removals deriving from the continuous development process. Patchsets may be provided as a bundling of patches and bugfixes in specified sequence. Any information beyond release notes will be provided as patchset notes. In general, the use of patchsets is to be preferred over the use of individual patches, as patchsets will bundle functionalities and will be provided for a longer term with specific hotfixes. Patchsets will be compiled and scheduled specifically for the provision of new functionalities for the implementation of market requirements.
<b>Patchset notes</b>	Document provided for any patchset, containing a description of the functionalities introduced, or amended, by the particular patchset.
<b>Release</b>	New releases of programmes result from substantial functional advancements. A release is identified by a particular release number.
<b>Response time</b>	Response time is the period in which activities for error processing are initiated, and in which Customer will receive an initial response. The response time starts with receipt of the request, and ends with the qualified response by Robotron (return call, e-mail, entry into helpdesk system). The response time depends on the error priority. The response time will be within the agreed service hours. Where a telephone on-call service is agreed, response time may also be outside of service hours.
<b>Service hours</b>	Service hours are the period in which Robotron will provide services (workdays [Mon-Fri] 7:30 am – 5:30 pm, except for public holidays at the location of Robotron).
<b>Error</b>	An error is an unplanned, direct, or potential impairment of the programme functionalities. Errors will be classified according to priorities.

## 1 SUBJECT OF CONTRACT

Robotron will provide maintenance for the programmes as specified in the offer or individual contract.

The current status of the maintenance-relevant programmes shall be regularly determined and documented. In particular, this will also include additional licenses or customer-specific developments (or where such licenses/developments are no longer applicable). This will also apply where such additional licenses/developments have been agreed within a separate contract.

## 2 SERVICE DESCRIPTION

### 2.1 Service Desk



The Service Desk is the central point of contact for the processing of support requests. Support requests regard:

error notifications	or	other requests
(i.e. notification of errors occurring during productive use of the programmes)		with regard to any functional aspects of the programmes (e.g. helpline)

### 2.2 Error notifications

#### 2.2.1 Submission of error notifications

Error notifications may be submitted to the Service Desk as follows:

 by Ticket System („Helpdesk“)	 by Telephone Hotline
24/7:  <a href="https://support.robotron.de/">https://support.robotron.de/</a>	during service hours:  Tel.: +49 (0)351 25859 4200 Fax: +49 (0)351 25859 3696

#### 2.2.2 Required information

Error notifications must contain sufficient information to allow a focused processing of the error. This includes a detailed description of the error occurrence, and – as far as possible – the name and version of the respective software and its modules, the system affected by the error, and the time of error occurrence. Where necessary, Customer shall provide a data constellation, a screenshot, and/or any particular protocol information, in order to enable transparency of the notified error.

### 2.2.3 Note regarding hotline use

The hotline may be used by authorised personell of Customer only; the authorised persons will be mutually determined. The hotline support will neither provide consulting nor training services. Functional consulting may be offered separately (e.g. as part of a managed service).

### 2.2.4 Error notifications and error priorities

Errors will be prioritised as follows:

Priority	Definition
1	Production downtime: Malfunction within the programme which makes operation impossible or only with major restrictions. Time sensitive tasks cannot be processed.
2	Malfunction within the programme which restricts the operation more than insignificantly.
3	Malfunction within the programme which marginally restricts operation. The user can circumvent the malfunctions in a reasonable manner.
4	Use of programme is not impaired; however, formal modifications are required.

Notified errors will be classified by Customer into the particular priorities. Robotron will analyze the error, and will – if applicable and sufficiently transparent – confirm the notification. Where another priority is indicated according to the severity of the error, Robotron will re-classify the error priority in coordination with Customer.

Error notifications regarding a non-productive system will be classified with priorities 2, 3, or 4. A higher prioritisation requires a mutual agreement of the parties (e.g. for a productive approval procedure).

Error notifications will be processed during the service hours.

### 2.2.5 Service categories and response times

The response times correspond to the agreed service category. Robotron offers the following service categories:

Response time	Service category		
	Gold	Silber	Bronze
errors of priority 1	1 hr	2 hrs	4 hrs
errors of priority 2	2 hrs	4 hrs	6 hrs
errors of priority 3	4 workdays	7 workdays	14 workdays
errors of priority 4	4 workdays	7 workdays	14 workdays

Workdays: Monday-Friday, except for public holidays at the location of Robotron.

Response times with telephone on-call service (where agreed separately):			
errors of priority 1	2 hrs	3 hrs	4 hrs
errors of priority 2	3 hrs	4 hrs	6 hrs

The relevant service categorie will be determined in the respective offer or order.

The described response times do not apply to the processing of error notifications regarding a non-productive system.

### 2.2.6 Separate telephone on-call service

Subject to a separate agreement, Robotron will accept and process error notifications of priorities 1 and 2 outside service hours through a telephone on-call service. Such error notifications will have to be submitted by Customer through the defined on-call service telephone number. Additionally, Customer shall submit a ticket in the helpdesk system (if not submitted yet).

### 2.2.7 Measures for processing of errors

The maintenance includes

- ▶ the acceptance of error notifications,
- ▶ an analysis of errors,
- ▶ the coordination, and
- ▶ the error processing.

The processing of errors will include the determination of the error cause, a proper diagnosis, and the provision of measures to circumvent or resolve the error or defect of the relevant programme.

After classification of the error notification, Robotron will promptly initiate measures for error processing:

- ▶ notification to the Customer as to the prioritization of the error (even if the notified error – after initial analysis – is not related to a programme defect)
- ▶ initiation of error processing
- ▶ prompt provision of measures for circumvention or resolving of the error, possibly after any relevant programme changes as a result of error processing

Errors of priorities 3 and 4 will be corrected in the course of provision of new releases of the relevant programmes, or with patchsets as scheduled by Robotron’s product management and as agreed with Customer.

## 2.3 Helpline

In addition to hotline and telephone on-call service, Robotron provides a technical helpline to be used during service hours. This helpline is supposed to quickly solve technical questions that may occur during Customer’s daily business, in order to enable an undisturbed working with the Robotron systems.

The helpline is staffed with a team of technical consultants. This team will provide assistance e.g. regarding topics like EDM basis, balancing, switching processes, offer calculation, billing, **robotron\*energy collect** (incl. SmartMeter, advanced meter reading), commodity gas, portfolio management, and forecasting.

The helpline will not replace a product training. Such trainings may be offered separately.

Insofar as the response to any functional aspects regarding the programmes leads to the need of further consulting or training, then this will be subject to a separate remuneration.

## 2.4 Additional requirements (change requests)

Any new requirements of Customer which do not regard an error notification, and where the helpline cannot provide assistance either, will have to be remunerated separately, or may be offered separately. Such requests will also be processed in the helpdesk system (with changed category).

## 2.5 Release policy

### 2.5.1 Provision and installation of new releases for the productive system

#### 2.5.1.1 Standard products of the Robotron Energy Market Platform

*Insofar as standard products of the Robotron Energy Market Platform are subject of the software maintenance, the following applies:*

Within the scope of maintenance of standard products of the Robotron Energy Market Platform, Robotron is responsible for the adaption of the relevant processes (modules and functions) to the current market regulations and processing formats, as well as for the adaption of all licensed market-standard communication formats (UTILMD, MSCONS, ...), with consideration of the German Energy Industry Act [Energiewirtschaftsgesetz – EnWG], and of all relevant regulations of the German Federal Network Agency [Bundesnetzagentur], and of industry branch agreements. For new processes or formats, new licenses will be required. If substantially new modules or formats are required for Robotron Energy Market Platform standard products due to changes of market regulations or legal requirements, then such will have to be licensed separately and additionally. This also applies where an existing process is changed completely due to changed market regulations, due to which new processes need to be established within the respective system under maintenance, regardless of whether such process is renamed or not.

#### 2.5.1.2 Standard products of **robotron\*IEDM**

*Insofar as standard products of **robotron\*IEDM** are subject of the software maintenance, the following applies:*

Regarding standard products of **robotron\*IEDM**, software maintenance will only include the adaption of the communication standard format MSCONS. Any adaption of the existing processes (modules and functions) to the current market regulations and processing formats, or an adaption of any licensed market-standard communication formats (UTILMD, ...) in the energy market, is not within the scope of software maintenance. For new processes or formats, new licenses will be required.

#### 2.5.1.3 Customer-specific developments

Regarding any customer-specific developments, Robotron will maintain the operability of such developments with the respective standard products. Any further adaptation of the customer-specific developments, e.g. to any market regulations, processing formats, or developments, require a separate agreement.

#### 2.5.1.4 New releases

Robotron will inform Customer about any new releases and their content (e.g. with release notes, or patchset notes). Such new releases may also contain functional extensions provided within additional modules.

If required, the installation of new releases may be done by Robotron in coordination with Customer. Customer shall ensure to perform an appropriate data backup in advance of the installation of new releases.

Such installation services (or, where applicable, migration services) for new releases shall be remunerated separately by Customer, according to the actual effort required and spent by Robotron.

## 2.5.2 Provision and installation of patches / hotfixes for the productive system

Robotron will inform Customer about the provision of bugfixes/patches for the programmes. Bugfixes/patches contain programme corrections and other circumvention measures for possible errors. Bugfixes/patches to the particular programmes will be provided free of charge as a preventive measure, or on particular request of Customer for error resolving.

The installation of bugfixes/patches may be provided by Robotron by remote access, subject to a separate agreement, and separate remuneration.

Robotron will inform Customer about the content of the patches or bugfixes to be implemented (e.g. with release notes), and will keep an up-to-date directory with patches and bugfixes installed on the customer system (maintenance journal). Customer shall ensure to perform an appropriate data backup in advance of the installation of patches.

## 2.5.3 Provision and Installation of patches / hotfixes and new releases for the non-productive System

Maintenance for errors of priority 2 to 4 may be provided for a maximum of one non-productive system (e.g. test or training environment), and according to the scope of license.

Bugfixes/patches to the particular programmes will be provided free of charge as a preventive measure, or on particular request of Customer for error resolving.

The installation of bugfixes/patches may be provided by Robotron by remote access, subject to a separate agreement, and separate remuneration.

Installation or migration services for new releases may be provided by Robotron, subject to a separate agreement, and separate remuneration (time and material remuneration).

## 2.5.4 De-support of releases

With availability of a new release, Robotron will provide information about the expiration of maintenance for the previous release on the Robotron website (helpdesk system, de-support notification for previous release).

Robotron provides maintenance for the current as well as for the previous release of programmes. Maintenance for the previous release will be limited to one year (from availability of current release) and will contain measures for the correction of priorities 1 and 2 only. Any adaptations and/or further developments will be provided for the current release only.

Robotron will provide to Customer new releases, and (subject to a separate remuneration) required installation and migration services, in order to enable Customer to change to the current releases.

Regarding de-supported releases, Robotron may (subject to a separate remuneration) provide a customer-specific maintenance. In this case, higher maintenance fees will apply according to clause 5.3.

Should Customer wish to reactivate licenses and their maintenance, which he had earlier de-activated (i.e. particular modules were deactivated without further maintenance, or the maintenance contract was terminated), then Customer is obliged to retroactively pay any maintenance fees that would have been due in the meantime. Alternatively, Customer may purchase the respective licenses again, along with a new maintenance. The parties will mutually agree the procedure.

## 2.5.5 Approval procedure

The approval procedure describes the process of changes to the product (e.g. patches/hotfixes) as a result of an error processing, or of a functional advancement, in a non-productive operation environment of Customer. The following workflow shall be applied:

1. coordination with IT administrator EDM regarding time windows for the installation of adaptations within the non-productive system
2. after the approval of the non-productive system: installation of adaptations to that non-productive system

3. testing and evaluation of test reports by specialist administrators EDM, Customer's application manager, and Robotron
4. decision concerning productive approval (target date, procedure, backups, etc.) and/or further proceeding of Customer
5. installation of adaptations on productive environment, and approval

## 2.6 Special conditions for Robotron Energy Market Platform plus (ESL)

*Insofar as the scope of contract includes standard products of the Robotron Energy Market Platform plus (i.e. the products are subject to an Oracle Embedded Software Licence – ESL), the following applies:*

As an Oracle Platinum Partner, Robotron is able to offer Oracle Licenses – along with the respective Oracle software maintenance – „embedded“ within a particular Robotron license (Oracle Embedded Software License - ESL). Insofar, the following special conditions apply:

- ▶ central, coordinated software support, including hotline and helpdesk system, from one provider; the particular first level support of the respective Oracle component will be provided by Robotron. There is no additional support agreement required with Oracle regarding the Oracle programmes that are part of the Robotron Energy Market Platform plus.
- ▶ provision and installation (against separate remuneration) of the respective Robotron and Oracle patches by Robotron
- ▶ administration of the application and Oracle software with tools and methods provided by Robotron only
- ▶ use of the integrated Oracle component (e.g. database) for the particular Robotron application only
- ▶ no direct access of other applications to the Oracle software, access will be made through the provided Robotron interfaces
- ▶ no mix of several license models

## 2.7 Information by Robotron

Information material, functional descriptions, documentations, or support or platform information applicable to the products, will be made available regularly on the Robotron support portal (<https://support.robotron.de/>).

In particular the document „Robotron Energy Market Platform – Platforms Support“, and/or product-specific documents, will indicate the required basis platforms for programme operation. Platforms intended for future releases will also be indicated in this document (as far as already foreseeable).

## 3 OUT OF SCOPE OF MAINTENANCE

In particular, the following services are not included in the contractual maintenance performance (but may be agreed separately):

- ▶ system-technological consulting or operation support, e.g. regarding Oracle components
- ▶ provision of programme functions which are part of particular licenses, and where such licenses have not been purchased by Customer
- ▶ services for installation or migration of programmes due to a switch to another hardware or operating system, or due to a replacement or renewal of the hardware system
- ▶ development and/or installation of non-productive secondary systems
- ▶ requested changes that go beyond an error correction; these shall be treated as change requests subject to an additional charge
- ▶ adaptation of programmes in case of changes to the system environment beyond the scope of maintenance
- ▶ consulting and support regarding installation and introduction of software, or regarding interfaces to external systems, or configuration support regarding systems that are beyond the specified system limits



- ▶ EDM consulting, IT consulting, or other consulting which does not pertain to the resolving of questions regarding operation of the programmes
- ▶ consulting regarding any questions as to the implementation or application of the programmes, in particular of the Robotron EDM product, including transfer of operation experience from the entire user group (insofar as this is not subject to the helpline)
- ▶ inspection of the system as a project review for Customer
- ▶ any managed services for individual operation support of Oracle or Robotron programmes, in particular regarding:
  - ▶ hardware or system software (e.g. operating system)
  - ▶ application maintenance (e.g. operation management or takeover, telephone on-call service, high performance, extended service level agreements, SPOC, realization of system update: patch or release management, updating of test or QS systems, ...)
  - ▶ provision of an individual, designated technical key account person
  - ▶ workshops and trainings

Within first level support, Robotron will provide the classification of error notifications with regard to integrated OEM components (e.g. HSM Worldline products) within the specified service hours. Any further measures of second and third level support will be provided by the manufacturer of the respective OEM products; insofar Customer cannot demand any services from Robotron.

The maintenance of any applicable further hardware or software of third parties is out of scope of maintenance provided by Robotron; Customer is required to obtain such services directly from the respective third party manufacturer. This does not apply to Oracle ESL licenses as part of the Robotron Energy Market Platform plus (see clause 2.6).

Any further or different conditions for OEM components have to be agreed and described separately, and will be subject to a separate remuneration.

No services will be provided through hotline support in connection with the operation of programmes in unapproved environments, or with modifications to the programmes by Customer or third parties.

## 4 OBLIGATIONS OF CUSTOMER

### 4.1 Remote access to Customer system

Robotron requires the provision of a remote access (VPN or access server) to the Customer system as a precondition for service provision. Customer shall therefore provide such a remote access (including any required information) in good time prior to contract commencement.

As a principle, Customer shall provide a (not personalised) group access. A personalised access shall be generally excluded.

Where in exceptional cases personalised accesses are to be provided, this shall require a prior agreement between the parties. In any case, Customer is required to provide a sufficient number of remote accesses, as specified by Robotron. The Robotron member of staff who the personalised access was set up for may consult other Robotron members of staff while making use of the access, in particular for the purpose of double-checking particular measures. Customer also agrees that personalised accesses may – in cases of absence of the particular member of staff – be used by other members of staff for due service provision.

As far as Customer does not meet this cooperation obligation, Robotron shall not be responsible for any delays, or any negative consequences on service provision. Any due dates or terms (in particular SLAs) shall be extended accordingly. Customer shall bear the risk of additional efforts.

## 4.2 Contact persons

Customer shall appoint a responsible contact person, who shall have the authority to promptly make, or initiate, binding decisions for Customer, and who shall further be responsible for the availability of competent Customer personnel, where required for Robotron's performance.

## 4.3 Changes to the application environment

Customer shall inform Robotron promptly about any changes to the application environment. Customer shall also ensure that the programmes to be maintained are only operating in an authorised environment which supports the applied programmes. A change within the system environment which could influence the software shall be notified to Robotron at least 30 workdays beforehand. In such a case, a modification of the maintenance contract may be required which the parties will jointly agree.

## 4.4 Maintenance services on-site at Customer's premises

Where in exceptional cases it may be required to provide additional fee-based maintenance services on-site (at Customer's premises), then such services shall be scheduled jointly. Customer shall provide free of charge any personell or technical equipment (computers, telephone, etc.) that may be required for provision of such services.

## 4.5 Operating conditions

The operating conditions (in particular the system environment) will be relevant for the software maintenance. Such conditions shall be initially, and in the case of changes, jointly agreed and documented. Customer shall in particular provide the information indicated in the **Annex**.

Insofar as any specific operation certificates (e.g. IT security) may be required for the operation of the programmes under maintenance, then this will be Customer's sole responsibility, and Robotron will assume that such requirements are accordingly fulfilled by Customer.

Any changes to protected support parameters of the maintained programmes within the mask "Global Settings", or in the respective table, require a prior consultation with Robotron.

# 5 MAINTENANCE FEES

The maintenance fees will be specified in the offer or contract.

Any prices specified are generally net prices where the then current statutory VAT shall be added.

As far as not agreed otherwise, the maintenance fees will be invoiced yearly in advance.

## 5.1 Determination of fees in case of changes to the programmes under maintenance

The maintenance fees will be determined according to the actual status of the programmes under maintenance. This status will be regularly determined and documented (see clause 1).

In case of any changes to the maintenance-relevant programmes, the maintenance fee will be automatically adjusted according to the actual status of the programmes; a separate agreement/order is not required.

## 5.2 Additional remuneration

Insofar as not agreed otherwise between the Parties, the following applies:

### 5.2.1 Additional services or efforts

The following services, or efforts, shall be remunerated additionally:

- ▶ any activities regarding an error notification, where a defect of the programmes cannot
- ▶ be determined
- ▶ (e.g. in cases of incorrect use, or incorrect data),
- ▶ a notified error or defect cannot be reproduced or otherwise proven by Customer,
- ▶ additional efforts where Customer has not accordingly fulfilled any own obligations,
- ▶ Customer requests an on-site service, despite the possibility of service performance through
- ▶ remote maintenance,
- ▶ efforts due to the non-provision of a required remote access by Customer,
- ▶ performances outside of the regular service hours,
- ▶ installation or migration services for new releases,
- ▶ installation of bugfixes/patches.

Such additional services will be invoiced according to the agreed hourly rate (or, where not agreed otherwise, with an hourly rate of 130.00 EUR).

### 5.2.2 Incidental/additional costs, surcharges

Any additional costs will be invoiced as follows:

- ▶ travels by car: 0.65 € / km
- ▶ travel by train, flight, taxi: actual costs (against proof)
- ▶ hotel overnight stays: actual costs (against proof)
- ▶ travel times: 50 % of the agreed hourly rate
- ▶ surcharges for performances outside the regular service hours:

service provision	surcharges on the applicable hourly rate
Monday – Friday (after 5.30 pm, until the beginning of the next regular service hours)	50 %
Saturday	50 %
Sunday / public holidays (at Robotron location)	100 %

Insofar as not agreed otherwise, any required resource availability will be invoiced separately (per person 50 % of the hourly rate which is referred to, or agreed, regarding the „additional costs“).

### 5.2.3 Telephone on-call service

Any services performed by telephone on-call service outside of the service hours will be remunerated on a time and material basis according to the following hourly rates (per person):

service provision	hourly rate
Monday – Saturday	195,00 €
Sunday / public holidays (at Robotron location)	260,00 €

### 5.3 Maintenance of de-supported releases

In the first year of maintenance of a de-supported release, the maintenance fees shall increase by 3 % of the reference value of the respective license fees or of the customer-specific development.

From the second year, maintenance of a de-supported release shall be subject to an individual agreement to be concluded between the parties.

### 5.4 Adjustment of fees

Robotron reserves the right to increase the yearly fees for software maintenance in its reasonable discretion (Section 315 German Civil Code [Bürgerliches Gesetzbuch – BGB]). Robotron will notify Customer about such an increase within a reasonable period before the increase is supposed to become effective. Customer shall have the right to terminate the contract if the prices increase by more than ten percent; the termination must be declared within 2 weeks from receipt of the notification about the increase, otherwise the increased prices shall be assumed as agreed.

## 6 USAGE RIGHTS

Regarding any code programming, modification, or further development of programmes made in the course of software maintenance (in particular patches, or new releases), the scope of usage rights shall apply as contractually agreed with regard to the particular maintained software, or its previous version.

## ANNEX: REQUIRED INFORMATION REGARDING OPERATING CONDITIONS

### Database Server:

Item nr.	Systems where programmes are applied
1	HW-System
2	CPU
3	RAM
4	Harddisk
5	Operating System
6	Cluster Software
7	Database
8	Installation site
9	Responsibility

### Communication server:

Item nr.	Systems where programmes are applied
1	System
2	CPU
3	RAM
4	Harddisk
5	Operating System
6	Applications
7	Java Runtime
8	Installation site
9	Responsibility

### Web server:

Item nr.	Systems where programmes are applied
1	System
2	CPU
3	RAM
4	Harddisk
5	Operating System
6	Applications
7	HTTP Server
8	PHP PlugIn for Apache
9	Module WEB print
10	Installation site
11	Responsibility

### Application server:

Item nr.	Systems where programmes are applied
1	System: stand-alone computer / cluster / physical/virtual server
2	CPU
3	RAM
4	Harddisk
5	Operating System
6	Applications
7	if applicable: cluster software
8	WLS Version
9	further Oracle installations on computer
10	Installation site
11	Responsibility

### Clients:

Item nr.	Systems where programmes are applied
1	System
2	CPU
3	RAM
4	Harddisk
5	Operating System
6	Java Runtime
7	Forms Application

APPENDIX 9  
AGREEMENT FOR PROCESSING OF PERSONAL DATA  
ПРИЛОЖЕНИЕ 9  
СОРАЗУМЕНИЕ ЗА ОБРАБОТВАНЕ НА ЛИЧНИ ДАННИ

This Data Processing Agreement ("Agreement") forms part of the ) Contract for Purchase of new licenses, provision of maintenance, development of additional functionalities or amendment of the existing ones and the related services for consultation and trainings for the software application for energy trading management eSales ("Principal Agreement") between: (i) ) EVN Bulgaria Elektrosnabivane EAD ("Company") (ii) Robotron Datenbank-Software GmbH ("Contractor")

Това Споразумение за обработване на лични данни (Споразумението) е неразделна част от договор за Закупуване на нови лицензи, осигуряване на поддръжка, разработване на допълнителни функционалности или промяна на съществуващи, както и свързаните с това услуги за консултации и обучения за софтуера за управление на търговия с енергия eSales (Основния договор), сключен между (i) EVN България Електроснабдяване ЕАД (Възложител) и (ii) Robotron Datenbank-Software GmbH (Изпълнител).

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The terms used in this Agreement shall have the meanings set forth in this Agreement. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Principal Agreement. Except as modified below, the terms of the Principal Agreement shall remain in full force and effect.

Понятията, използвани в това Споразумение ще имат значението, посочено по-долу. Понятията, изписани с главни букви, които не са дефинирани в това Споразумение, ще имат значението, определено в Основния договор. Условиата на Основния договор остават в сила и са обвързващи за Страните, освен ако в настоящото Споразумение не е уговорено друго.

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In consideration of the mutual obligations set out herein, the parties hereby agree that the terms and conditions set out below shall be added as an Agreement to the Principal Agreement, Except where the context requires otherwise, references in this Agreement to the Principal Agreement are to the Principal Agreement as amended by, and including, this Agreement

С оглед на взаимните задължения, посочени в настоящото Споразумение, Страните се съгласяват, че условията, посочени по-долу, се добавят като приложение към Основния договор. С изключение на случаите, когато контекстът изисква друго, препратките в настоящото Споразумение към Основния договор са към Основния договор, така както е изменен и допълнен с това Споразумение.

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#### 1. Definitions

1.1. In this Agreement, the following terms shall have the meanings set out below and cognate terms shall be construed accordingly:

1.1.1 "Company Personal Data" means any Personal Data Processed by Contractor on behalf of Company pursuant to or in connection with the Principal Agreement;

1.1.2. "Processor" means the Contractor or his Subcontractor;

1.1.3. "Subcontractor" means any person (including any third party but excluding Contractor or an employee of Contractor) appointed by or on behalf of Contractor to Process Personal Data on behalf of Company in connection with the Principal Agreement.

1.1.4. "Applicable Laws" means (a) European Union or Member State laws with respect to any Company Personal Data in respect of which Company is subject to EU Data Protection Laws; and (b) any other applicable law with respect to any Company Personal Data in respect of which Company is subject to any other Data Protection Laws;

(и евентуално еквивалентни изисквания на други Закони за защита на данните). Възложителят има право да променя Анекс 1, ако прецени, че това е нужно за изпълнение на законовите изисквания, посочени в тази разпоредба, за което Възложителя уведомява писмено Изпълнителя.

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### 3. Contractor and Contractor Affiliate Personnel

Contractor shall take reasonable steps to ensure the reliability of any employee, agent or other person who may have access to the Company Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know / access the relevant Company Personal Data, as strictly necessary for the purposes of the Principal Agreement, and to comply with Applicable Laws in the context of Personal Data Processing, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

### 3. Персонал на Изпълнителя

Изпълнителят се задължава да предприеме разумни мерки, така че да гарантира надеждността на всеки свой служител, упълномощено лице или друго лице, което може да има достъп до Личните данни на Възложителя, като гарантира, че достъпът е строго ограничен до тези лица, които действително трябва да имат достъп до Личните данни на Възложителя за целите на изпълнението на Основния договор. Изпълнителят гарантира, че тези лица ще изпълняват изискванията на Приложимото законодателство в контекста на задълженията им по Обработване на Лични данни и всички тези лица ще са задължени да пазят в тайна Личните данни по силата на сключен между тях и Изпълнителя договор или на вътрешна инструкция на Изпълнителя.

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### 4. Security

4.1. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the possible risk for the rights and freedoms of natural persons, Contractor shall implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.

4.2. In assessing the appropriate level of security, Contractor shall take account in particular of the risks that are presented by Processing, in particular from a Personal Data Breach.

### 4. Сигурност

4.1. Като се вземат предвид състоянието на техниката, разходите за изпълнение и естеството, обхвата, контекста и целите на Обработването, както и възможният риск за правата и свободите на физическите лица, Изпълнителят се задължава да приложи подходящи технически и организационни мерки, с цел осигуряване на ниво на сигурност, съответстващо на този риск, включително, когато е целесъобразно – мерките, посочени в член 32, параграф 1 от Регламента и в Приложимото законодателство.

4.2. При преценката какви мерки да се вземат, Изпълнителят взема предвид по-специално рисковете, които произтичат от Обработването и най-вече последиците, които могат да произтекат при Нарушение на сигурността на личните данни.

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### 5. Subcontractors

5.1. Company authorizes Contractor to appoint Subcontractors in accordance with this section 5 and any restrictions in the Principal Agreement

5.2. Contractor may continue to use those Subcontractors already engaged by Contractor as at the date of this Agreement, subject to Contractor in each case as soon as practicable meeting the obligations set out in section 5.4



5.3. Contractor shall have the right to use a new Subcontractor following the provisions of the Public Procurements Act (PPA) or in case the contracts are not subject to the PPA, Contractor shall give Company prior written notice of the appointment of any new Subcontractor, including full details of the Processing to be undertaken by the Subcontractor. If, within 10 of receipt of that notice, Company notifies Contractor in writing of any objections (on reasonable grounds) to the proposed appointment Contractor shall not appoint that proposed Subcontractor until reasonable steps have been taken to address the objections raised by Company and Company notifies Contractor in written that it is satisfied with the steps taken.

5.4. With respect to each Subcontractor, Contractor shall:

5.4.1. before the Subcontractor first Processes Company Personal Data, carry out adequate due diligence to ensure that the Subcontractor is capable of providing the level of protection for Company Personal Data required by the Principal Agreement.

5.4.2. ensure that the arrangement between on the one hand Contractor and on the other hand the Subcontractor, is governed by a written contract including terms which offer at least the same level of protection for Company Personal Data as those set out in this Agreement and meet the requirements of article 28(3) of the GDPR.

5.4.3. provide to Company for review such copies of the agreements with Subcontractors (which may be redacted to remove confidential commercial information not relevant to the requirements of this Agreement) as Company may request from time to time.

5.5. Contractor shall ensure that each Subcontractor performs the obligations under sections 2.1, 3, 4, 6.1, 7.2, 9 and 10.1 as they apply to Processing of Company Personal Data carried out by that Subcontractor, as if it were party to this Agreement in place of Contractor.

#### 5. Подизпълнители

5.1. Изпълнителят има право да използва Подизпълнители, при стриктно спазване на този член 5 и разпоредбите на Основния договор.

5.2. Изпълнителят може да продължи да използва същите Подизпълнители, които вече използва към датата на сключване на това Споразумение, при условие, че са изпълнени задълженията по член 5.4 от това Споразумение.

5.3. Изпълнителят може да използва нов Подизпълнител по реда определен в Закона за обществените поръчки (ЗОП), а в случай на договори, които не са предмет на обществена поръчка, изпълнителят се задължава предварително да уведоми писмено Възложителя, ако възнамерява да използва нов Подизпълнител, като посочи подробно какво точно

Обработване ще се извършва от Подизпълнителя. В срок до 10 дни от получаване на уведомлението, Възложителят има право мотивирано да възрази срещу това намерение на Изпълнителя, в този случай Изпълнителят няма право да използва предложението Подизпълнител, докато не бъдат предприети разумни мерки, насочени към отстраняване на причините, мотивирали възраженията на Възложителя и Възложителят писмено не уведоми Изпълнителя, че е удовлетворен от взетите мерки.

5.4. По отношение на всеки Подизпълнител, Изпълнителят се задължава:

5.4.1. да извърши надлежна проверка, с цел да се гарантира, че Подизпълнителят е в състояние да осигури нивото на защита на личните данни, което се изисква от Приложимото законодателство. Проверката следва да се извърши преди Подизпълнителят за първи път да Обработи Личните данни на Възложителя.

5.4.2. да гарантира, че отношенията между него от една страна и Подизпълнителя от друга са уредени от писмен договор, който включва условия, осигуряващи най-малко същото ниво на защита на Личните данни на Възложителя, като това, осигурено от това Споразумение и че този договор, сключен между Изпълнителя и Подизпълнителя отговаря на изискванията на член 28, параграф 3 от Регламента.

5.4.3. при поискване да предостави на Възложителя копие от договорите с Подизпълнители по член 5.4.2. Ако договорите съдържат информация, представляваща търговска тайна, Изпълнителят може да я заличи, в случай, че тя не се отнася до Обработването на Лични данни.

5.5. Изпълнителят се задължава да осигури от всеки Подизпълнител да изпълнява задълженията по член 2.1, 3, 4, 6.1, 7.2, 8, 9 и 10.1, все едно че Подизпълнителят е страна по това Споразумение, вместо Изпълнителя.

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## 6. Data Subject Rights

6.1. Taking into account the nature of the Processing, Contractor shall assist Company implementing appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the Company's obligations to respond to requests to exercise Data Subject rights under the Applicable Laws.

6.2. Contractor shall:

6.2.1. promptly notify Company if Contractor or any Subcontractor receives a request from a Data Subject under the Applicable Laws in respect of Company Personal Data;

6.2.2. ensure that Contractor or any Subcontractor does not respond to that request except on the documented instructions of Company.

## 6. Права на Субектите на данни

6.1. Като се вземе предвид вида на Обработване, Изпълнителят се задължава да подпомага Възложителя, чрез прилагане на подходящи технически и организационни мерки, доколкото това е възможно, за изпълнение на задълженията на Възложителя за отговор на искания от страна на Субектите на данни, упражняващи правата си съгласно Приложимото законодателство.

6.2. Изпълнителят се задължава:

6.2.1. своевременно да уведомява писмено Възложителя, ако той или негов Подизпълнител получи искане от Субект на данни, упражняващ правата си съгласно Приложимото законодателство, засягащо Личните данни на Възложителя;

6.2.2. да гарантира, че той или негов Подизпълнител няма да отговори на това искане, преди да получи писмени инструкции от страна на Възложителя;

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## 7. Personal Data Breach

7.1. Contractor shall notify Company without undue delay upon Contractor or any Subcontractor becoming aware of a Personal Data Breach affecting Company Personal Data, providing Company with sufficient information to allow Company to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Applicable Laws.

7.2. Contractor shall co-operate with Company and take such reasonable commercial steps as are directed by Company to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

## 7. Нарушение на сигурността на личните данни

7.1. Изпълнителят се задължава незабавно да уведоми Възложителя, в случай че той или негов Подизпълнител установи Нарушение на сигурността на личните данни, засягащо Личните данни на Възложителя, като предостави на Възложителя достатъчно информация, така че Възложителят да може да изпълни задълженията си да информира Субектите на лични данни за Нарушението на сигурността на личните данни, така както се изисква от Приложимото законодателство.

7.2. Изпълнителят се задължава да си сътрудничи с Възложителя и да предприема всички разумни действия, за които е инструктиран от Възложителя, с цел подпомагане на разследването и отстраняване или смекчаване на всяко Нарушение на сигурността на личните данни.

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## 8. Data Protection Impact Assessment and Prior Consultation

Contractor shall provide reasonable assistance to Company with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which Company reasonably considers to be required by article 35 or 36 of the GDPR or equivalent provisions of any other Data Protection Law.

## 8. Оценка на въздействието върху защитата на данните и предварителни консултации

Изпълнителят се задължава да съдейства на Възложителя, в случай на всякакви оценки на въздействието върху защитата на данните и предварителни консултации с Надзорни органи или други компетентни

органи за защита на личните данни, които Възложителят счита, че се изискват по силата на член 35 или член 36 от Регламента или други еквивалентни разпоредби на друг Закон за защита на личните данни.

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#### 9. Deletion or return of Company Personal Data

9.1. Subject to sections 9.2 and 9.3 Contractor and any of its Subcontractors shall promptly and in any event within 30 days of the date of cessation of any Services involving the Processing of Company Personal Data (the "Cessation Date"), delete and procure the deletion of all copies of those Company Personal Data

9.2. Contractor or any of its Subcontractors may retain Company Personal Data to the extent required by Applicable Laws and only to the extent and for such period as required by Applicable Laws and always provided that Contractor and each Subcontractor shall ensure the confidentiality of all such Company Personal Data and shall ensure that such Company Personal Data is only Processed as necessary for the purpose(s) specified in the Applicable Laws requiring its storage and for no other purpose.

9.3. Contractor shall provide written certification to Company that it and each Subcontractor has fully complied with this section 9 within 45 days of the Cessation Date

#### 9. Заличаване или връщане на Личните данни на Възложителя

9.1. При спазване на разпоредбите на член 9.2 и 9.3 по-долу, Изпълнителят и всеки негов Подизпълнител се задължават незабавно и във всеки случай не по-късно от 30 (тридесет) дни, считано от датата на прекратяване на предоставяне на всяка една от Услугите, изискваща Обработване на Лични данни на Възложителя ("Дата на прекратяване"), да заличат и осигурят заличаването на всички Лични данни на Възложителя.

9.2. Изпълнителят и/или неговите Подизпълнители могат да запазят Личните данни на Възложителя, в обем, в който това се изисква от Приложимото законодателство и само за такъв срок, който се изисква от Приложимото законодателство, но при всички случаи при условие, че Изпълнителят и неговите Подизпълнители гарантират поверителността на всички такива Лични данни на Възложителя и също така гарантират, че тези Лични данни се обработват само при необходимост за целите, посочени в Приложимото законодателство, което налага тяхното съхранение и за никаква друга цел.

9.3. Изпълнителят се задължава да представи на Възложителя писмена декларация, в която да заяви, че той и неговите Подизпълнители са изпълнили всички свои задължения по този член 9 в срок до 45 (четиридесет и пет) дни, считано от Датата на прекратяване.

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#### 10. Audit rights

10.1. Subject to sections 10.2 и 10.3, Contractor shall make available to Company on request all information necessary to demonstrate compliance with this Agreement, and shall allow for and contribute to audits, including inspections, by Company or an auditor mandated by Company in relation to the Processing of the Company Personal.

10.2. Information and audit rights of Company only arise to the extent of the Company Personal Data and does not infringe any other audit rights given to Company pursuant the Principal Agreement or pursuant the Applicable Law, including, where applicable, article 28(3)(h) of the GDPR.

10.3. Company undertaking an audit shall give Contractor reasonable notice and shall make reasonable endeavors to avoid causing (or, if it cannot avoid, to minimize) any damage to the Contractor's premises, equipment, personnel and business while its personnel are on those premises in the course of such an audit. Contractor need not give access to its premises for the purposes of such an audit:

10.3.1. to any individual unless he or she produces reasonable evidence of identity and authority;

10.3.2. outside normal business hours, unless the audit needs to be conducted on an emergency basis and Company has given notice to Contractor.

#### 10. Право на проверка

10.1. При спазване на разпоредбите на член 10.2 и член 10.3 по-долу, при искане от страна на Възложителя, Изпълнителя се задължава да предостави всякаква информация, необходима за доказване на спазването на задълженията му по това Споразумение, в допълнение Изпълнителят се задължава да съдейства на Възложителя да извършва проверки включително и на място от Възложителя или от упълномощен от Възложителя проверяващ във връзка с Обработването на Личните данни на Възложителя.

10.2. Правото за изискване на информация и извършване на проверки възниква за Възложителя само по отношение на Личните данни, които е предоставил на Изпълнителя и се прилага наред с всякакви други права за получаване на информация и за извършване на проверки по Главния договор или съгласно Приложимото законодателство, включително и член 28, параграф 3, б. „з“ от Регламента.

10.3. При извършване на проверка по член 10.1, Възложителят се задължава да уведоми предварително Изпълнителя в разумен срок и да положи всички разумни усилия за избягване (или, ако това е невъзможно, за свеждане до минимум) на всякакви вреди за Изпълнителя, негови помещения служители и оборудване, които се намират в помещенията, в които се извършва проверката или пък смущения в нормалния ход на работата на Изпълнителя. Изпълнителят се задължава да предостави на упълномощени от Възложителя лица достъп до помещенията, в които се извършва Обработването на Лични данни за целите на проверката. Изпълнителят има право да откаже достъп до помещенията си в следните случаи:

10.3.1. на лице, което не представи надлежно пълномощно от Възложителя и документ за самоличност;  
10.3.2. извън обичайното работно време, освен ако проверката трябва да се извършат спешно и Възложителят е уведомил Изпълнителя за това.

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## 11. General Terms

### 11. Общи разпоредби

#### Governing law and jurisdiction

#### Приложимо право и разрешаване на спорове

11.1 the parties to this Agreement hereby submit to the choice of jurisdiction stipulated in the Principal Agreement with respect to any disputes or claims howsoever arising under this Agreement, including disputes regarding its existence, validity or termination or the consequences of its nullity; and this Agreement and all non-contractual or other obligations arising out of or in connection with it are governed by the laws of the country or territory stipulated for this purpose in the Principal Agreement.

11.1. Страните се съгласяват, че спорове, възникнали по повод и във връзка на това Споразумение, включително спорове относно неговото съществуване, валидност или прекратяване или последствията от неговата недействителност се разрешават по начина, посочен в Основния договор. По отношение на това Споразумение и всякакви извъндоговорни или други задължения, произтичащи от или във връзка с него се прилага законодателството на държавата, посочено в Основния договор.

#### Order of precedence

#### Приоритет

11.2. Nothing in this Agreement reduces Contractor's obligations under the Principal Agreement in relation to the protection of Personal Data or permits Contractor to Process (or permit the Processing of) Personal Data in a manner which is prohibited by the Principal Agreement

11.2. Това Споразумение не следва да се тълкува, като ограничаващо задълженията на Изпълнителя във връзка с защитата на Личните данни по Основния договор или като разрешаващо на Изпълнителя да Обработва (или разрешава Обработването) на Лични данни по начин, който е забранен от Основния договор.

11.3. In the event of inconsistencies between the provisions of this Agreement and any other agreements between the parties, including the Principal Agreement and including (except where explicitly agreed otherwise in writing, signed on behalf of the parties) agreements entered into or purported to be entered into after the date of this Agreement, the provisions of this Agreement shall prevail.

11.3. В случай на несъответствие между разпоредбите на това Споразумение и всички други споразумения между Страните, третиращи въпросите, предмет на това Споразумение, включително и

Основния договор и включително (освен когато изрично е договорено друго в писмена форма) споразумения, сключени или за които се предполага, че ще бъдат сключени след датата на настоящото Споразумение, предимство разпоредбите на това Споразумение.

#### Changes in Applicable Laws

Промени в Приложимото законодателство.

11.4. Company may by at least thirty (30) days written notice to Contractor propose any other variations to this Agreement which Company reasonably considers to be necessary to address the requirements of any data protection law.

11.4. Възложителят има право с предизвестие най-малко от тридесет (30) дни писмено да предложи на Изпълнителя изменения и допълнения на това Споразумение, които Възложителят счита за необходими, за да се съобрази с изискванията на Приложимото законодателство.

11.5. If Company gives notice under section 11.4 Contractor shall promptly co-operate (and ensure that any affected Subcontractors promptly co-operate) to ensure that equivalent variations are made to any agreement put in place under section 5.4.

11.5. В случай, че Възложителят отправи предизвестие по член 11.4, Изпълнителят се задължава да съдейства и да осигури съдействието на всички негови Подизпълнители, така че направените изменения и допълнения да бъдат имплементирани в договорите по член 5.4.

11.6. If Company gives notice under section 11.4, the Parties shall promptly commence negotiations with a view to agreeing and implementing those variations as soon as is reasonably practicable.

11.6. В случай, че Възложителят отправи предизвестие по член 11.4, Страните незабавно ще започнат преговори, насочени към постигане на съгласие относно приемането на предложените от Възложителя изменения и допълнения.

#### Severance

Разделност

11.7. Should any provision of this Agreement be invalid or unenforceable, then the remainder of this Agreement shall remain valid and in force. The invalid or unenforceable provision shall be either amended as necessary to ensure its validity and enforceability, while preserving the Parties' intentions as closely as possible or, if this is not possible, construed in a manner as if the invalid or unenforceable part had never been contained therein.

11.7. В случай, че някоя от разпоредбите на това Споразумение се окаже недействителна, това няма да засегне действителността на останалата част от него, която остава валидна и в сила. Страните се съгласяват, че недействителната разпоредба ще бъде или изменена, така че да е валидна и по начин, който да отразява възможно най-точно волята на Страните или, ако това се окаже невъзможно – Споразумението ще бъде тълкувано по начин, все едно недействителната част никога не се е съдържала в него.

#### Indemnification

Задължение за обезщетяване

11.8. In the event a Supervisory Authority subjects Company to an administrative fine for an infringement related to or in connection with the Company Personal Data Processing by Contractor or its Subcontractor subject to this Agreement, Company shall take all actions permitted by the Applicable Laws to appeal against the act imposing the administrative fine.

11.8. В случай, че на Възложителя бъде наложена санкция от Надзорен орган за нарушение на във връзка или по повод Обработването на Лични данни, предмет на това Споразумение от страна на Изпълнителя или негови Подизпълнителя, Възложителят се задължава да предприеме всички допустими от Приложимото законодателство действия, насочени към обжалване на акта, с който се налага санкцията.

11.9. In the hypothesis described in section 11.8 Contractor shall:

11.9. В хипотезата на член 11,8 Изпълнителят се задължава:

11.9.1. In the event that following Company's appeal the administrative fine is vacated in full - pay Company an indemnification amounting to them sum of all the costs incurred by Company for the appeal, including, but not

limited to court fees, attorneys' fees, etc. In this case Company shall provide Contractor with proof of the amount of the costs incurred.

11.9.2. In the event that following Company's appeal the administrative fine is vacated in part - pay Company in addition to the indemnification under section 11.9.1, an additional sum equal to the amount of affirmed part of the administrative, including interest thereon, if any .

11.9.3 In the event that following Company's appeal the administrative fine is affirmed in full - pay the Company, in addition to the indemnification under section 11.9.1, an additional sum equal to the full amount of the administrative fine, including interest thereon, if any .

11.9.1. В случай, че вследствие на проведеното обжалване от страна на Възложителя санкцията бъде изцяло отменена – да заплати на Възложителя обезщетение в размер на всички разноски, които Възложителят е сторил за обжалване на акта, с който се налага санкцията, включително, но не само за държавни такси, адвокатски възнаграждения и т.н.. В този случай Възложителят се задължава да представи на Изпълнителя доказателства за направените разноски.

11.9.2. В случай, че вследствие на проведеното обжалване от страна на Възложителя санкцията бъде частично отменена – да заплати на Възложителя, освен обезщетението по член 11.9.1 и допълнително обезщетение равно на размера на неотменената част от санкцията включително и лихви върху него, ако такива са дължими.

11.9.3. В случай, че вследствие на проведеното обжалване от страна на Възложителя санкцията бъде изцяло потвърдена – да заплати на Възложителя, освен обезщетението по член 11.9.1 и допълнително обезщетение равно на пълния размер на санкцията, включително и лихви върху него, ако такива са дължими.

The current Agreement is signed in accordance with the requirements of Regulation (EU) 2016/679 of the european parliament and of the council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), which applies from 25.05.2018.

Настоящото споразумение се подписва съгласно изискванията на Регламент (ЕС) 2016/679 на Европейския парламент и на Съвета от 27 април 2016 година относно защитата на физическите лица във връзка с обработването на лични данни и относно свободното движение на такива данни и за отмяна на Директива 95/46/ЕО (Общ регламент относно защитата на данните), който се прилага от 25.05.2018 г.

For the CONTRACTOR/ За ИЗПЪЛНИТЕЛЯ:

Информацията е заличена  
съгл. чл. 45 и чл. 59, ал. 1 от  
ЗЗЛД

**robotron**<sup>®</sup>  
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## ANNEX 1: DETAILS OF PROCESSING OF COMPANY PERSONAL DATA

### АНЕКС 1: ИНФОРМАЦИЯ ОТНОСНО ОБРАБОТВАНЕТО НА ЛИЧНИ ДАННИ НА ВЪЗЛОЖИТЕЛЯ

This Annex 1 includes certain details of the Processing of Company Personal Data as required by Article 28(3) GDPR.

Този Анекс 1 съдържа определена информация относно Обработването на Личните данни на Възложителя, която се изисква от член 28, параграф 3 от Регламента  
Subject matter and duration of the Processing of Company Personal Data

Предмет и продължителност на Обработването на Личните данни на Възложителя

The subject matter and duration of the Processing of the Company Personal Data are set out in the Principal Agreement and this Agreement.

Предметът и продължителност на Обработването на Личните данни на Възложителя са определени в Основния Договор и в това Споразумение.

The nature and purpose of the Processing of Company Personal Data

Естество и цел на Обработването на Личните данни на Възложителя

Services for software support and consulting and development of new functionalities regarding the implemented system for mass printing of data

Осъществяване на услуги по поддръжка, консултации и разработки на нови функционалности в системата за масов печат

The types of Company Personal Data to be Processed:

Видове Лични данни, които се обработват:

o Names;/ Трите имена;

o Personal ID/ ЕГН;

o Address of the object, connected to the electricity grid (consumption point)/ Адрес на обекта, присъединен към електрическата мрежа (място на потребление);

o Metering point number (ITN)/ Номер на измервателна точка (ИТН)

o Customer number/ Клиентски номер

o Customer contact data (telephone number, e-mail);/ Контактни данни на клиента (телефонен номер, електронен адрес);

o Metering device number;/ Данни за номера на уреда на клиента;

o Data for the consumed energy;/ Данни за консумираната енергия от клиента;

o Customer property data (installed capacity, etc.);/ Данни за имотите на клиентите (инсталирана мощност, и др. подобни);

The types of Company Personal Data to be Processed

Категории Субекти на данни, до които се отнасят Личните данни на Възложителя

Natural and legal persons, consumers of electric energy, with whom EVN Bulgaria Elektrosnabdiavane EAD and EVN Group has signed contracts for electricity supply

Физически лица, клиенти на електрическа енергия, с които ЕВН България Електроснабдяване ЕАД има сключени договори за доставка на електрическа енергия

The categories of Data Subject to whom the Company Personal Data relates

Права и задължения на Възложителя

The obligations and rights of Company are set out in the Principal Agreement and this Agreement.

Правата и задълженията на Възложителя са описани в Основния договор и в това Споразумение

**Rahmenvereinbarung über  
Lieferung, Implementierung und Wartung  
von Meterdata-Management-Software  
für den EVN-Konzern**

abgeschlossen zwischen

**EVN AG  
EVN-Platz  
A-2344 Ma. Enzersdorf**  
- im folgenden „EVN“ genannt -

und

**ROBOTRON Datenbank-Software GmbH  
Stuttgarter Straße 29  
D-01189 Dresden**  
- im folgenden „ROBOTRON“ genannt.

## **1. Allgemeines**

Diese Rahmenvereinbarung wird zum Zweck der Lieferung, Implementierung, Inbetriebnahme und Wartung von Meterdata-Management-Software im EVN-Konzern für den Bedarf in den Gesellschaften des EVN-Konzerns abgeschlossen.

Jede Gesellschaft des EVN-Konzerns (im folgenden Auftraggeber – AG – genannt) in Bulgarien, in Mazedonien oder in Österreich ist berechtigt, die in der Rahmenvereinbarung beschriebenen Lieferungen und Leistungen zu den hier festgelegten Bedingungen und Preisen abzurufen. Dies gilt für alle Abrufe im Zeitraum vom 01.11.2008 bis 30.06.2014.

Als Gesellschaften des EVN-Konzerns gelten jene Gesellschaften, an denen die EVN AG Österreich mehrheitlich (mehr als 50 % des Stamm- oder Grundkapitals) beteiligt ist.

ROBOTRON und EVN werden alle AG und ausführenden Gesellschaften zur Einhaltung der Bestimmungen dieser Rahmenvereinbarung verpflichtet.

Diese Vereinbarung gilt grundsätzlich auch für jene nicht in Pkt. 1) angeführten Länder, in denen EVN-Konzerngesellschaften bestehen oder gegründet werden. Beide Parteien verpflichten sich bei Bedarf einvernehmliche Regelungen zu treffen, die die nat. Gegebenheiten dieser Länder berücksichtigen (Zölle, lokale Steuern, Preisleitung, Montage/Wartungskosten, SLA, etc.)

Sollte ROBOTRON in einem hier nicht aufgeführten Land die hier vereinbarten Lieferungen und Leistungen aus plausiblen marktpolitischen Gründen nicht erbringen können, ist die EVN berechtigt, die Lieferungen von ROBOTRON zu beziehen und für die Leistungen andere Lösungen anzustreben.

## **2. Preisstellung**

Das in der Anlage 1 beigelegte Preisblatt sowie die Modulliste sind integrierender Bestandteil dieser Vereinbarung und bilden die Grundlage für die Abrechnung.