

Всички заличавания на информация в настоящия документ са съгласно чл. 45 и чл. 59, ал. 1 от ЗЗЛД

Sagemcom Fröschl GmbH - Hauserbachstr. 7-10 - D - 93194 Walderbach

Firma
EVN Bulgaria Elektrorazpredelenie EAD
37, Christo G. Danov St.
4000 PLOVDIV, BULGARIA
BULGARIEN

Offer	
Document number	2019-30417
Date	10.12.2019
Customer number	11594
Please state in case of any queries!	

Mode of shipment	"	Our VAT registration no.	DE811720465
Terms of delivery	"	Our tax number	211/115/70008
Reference		Foreign Tax no.	
Your reference		Your VAT registration no	BG115552190
Your document			

EVN Bulgaria Elektrorazpredelenie EAD

Dear Sir of Madam,

Thank you very much for your interest in our solution.
Following you may find our offer for ZFA-F maintenance, system extention modules and services.

Kind regards

Sagemcom Fröschl GmbH

[Redacted signature area]

ppa: 74018-Gemina

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Pos.	Description	Quantity	Unit price	Total price
1	116103 Maintenance ZFA System Maintenance calculated on basis of current licensed modules including test system and additional client users. Maintenance will be invoiced twice a year: 01.Jan and 01.Jul. Licensed modules are listed in attached document "EVN BG licensed modules 20191210.pdf". <u>Please note:</u> by licensing additional modules, maintenance price will be newly calculated according to the added module price.	2 lump	37.342,85	74.685,70
2	113952 System Upgrade to 35.000 MP MDM-System basis increase from 30.000 to 35.000 remote readable metering points	1 piece	29.257,20	29.257,20
3	113527 Additional Autoclient price per 1 Autoclient	1 piece	11.620,00	11.620,00
4	113283 Individual training for a group up to 10 people in the territory of the Contracting Authority in the Republic of Bulgaria, per day	1 lump	1.850,00	1.850,00
5	113322 Customer specific development per hour	1 lump	110,00	110,00
6	113410 Travel costs to and from Bulgaria: lump sum in EUR, per employee, for a trip to Bulgaria with duration of 3 days, covering all incurring expenses (plane ticket, accomodation, daily rates).	1 lump	1.000,00	1.000,00
Subtotal EUR				118.522,90
plus VAT with tax code		161	0,00	% of 118.522,90
Sum total EUR				118.522,90

Reverse Charge

Terms and conditions of payment

Delivery dates:

Customized adjustments, new developments or services as agreed upon or according to the release cycle.

Terms of payment:

The quoted prices are net prices and do not include the VAT.

Due date:

100% after delivery or service provision
Due date for payment is 30 days net.

Binding period:

We are bound to the offer till 29.02.2020 .

Terms of use:

The terms of use defined by Sagemcom Fröschl GmbH are applicable.

Warranty:

The warranty period for software by Fröschl is 24 month.

ТЕХНИЧЕСКИ ИЗИСКВАНИЯ/ TECHNICAL REQUIREMENTS

към/ to

Предмет на поръчката/ *Subject matter of the contract*: **Закупуване на допълнителни лицензи, разработка на нови функционалности, както и предоставяне на свързани с това услуги за консултации, обучения и софтуерна поддръжка относно изградена в Електроразпределение Юг ЕАД система за дистанционно отчитане на електромери/**
Purchase of additional licenses, development of new functionalities, as well as provision of related services consisting of consulting, trainings, and software assurance regarding the implemented in "Elektrozpreделение Yug" EAD system for distant reading of electric meters

1. Общи условия към системата за дистанционно отчитане на измервателни уреди ZFA – Froeschl
 - 1.1. Отчитане на различни типове измервателни уреди /EMH, Elster, Actaris SL7000, Landis&GYR, Izar centre/
 - 1.2. Ежедневно отчитане на измервателните уреди (Билинг данни, товаров профил, събития от измервателните уреди, изпълнение на команди за включване и изключване на реле (ако има такова), изпълнение на команда за самоотчет, възможност за отчитане на час и дата, команда за сверяване на час и дата.
 - 1.3. Дистанционно предаване на данните чрез обществената или частна мрежа на телекомуникации (аналогова, CSD, ISDN, GSM, GPRS, LAN, Powerline)
 - 1.4. Процес на комуникация между пункта за управление и точката на отчитане посредством единен протокол на предаване данните (IEC, DLMS)
 - 1.5. Възможност за ръчен отчет, автоматичен отчет и импорт на отчет посредством друг уред (терминал, лаптоп)
 - 1.6. Поддръжка и обработка на данни за до 35000 броя измервателни уреди.
 - 1.7. Възможност за експорт на билинг данни и товаров профил в различни формати. /csv, excel, word и други/
 - 1.8. Осигуряване на възможност за експорт на данни и изготвяне на справки от системата. Възможност за експорт на данни и справки посредством скриптов език, от страна на Възложителя.
 - 1.9. Получаване на e_mail данните от статистиката на отчетите (отчетени и неотчетени уреди за избран период от време и др.). Възможност за настройка на автоматизацията на отчетите от страна на Възложителя.
 2. Осигуряване на поддръжка
 - 2.1. Осигурена поддръжка за периода от Понеделник до Четвъртък (от 09:30 до 17:30 BG Time) Петък (от 09:30 до 16:00 BG Time), както и извън тези периоди след предварителна заявка.
 - 2.2. Предоставяне на телефон и e-mail.
 3. Обработка на нови изисквания или доработка на системата
 - 3.1. EVN предоставя изискване за закупуване на нови функционалности, доработка на системата, както и за нужда от предоставяне
1. *General conditions to the remote sensing system of instrumentation ZFA - Froeschl*
 - 1.1. *Reading different types of instruments /EMH, Elster, Actaris SL7000, Landis&GYR, Izar center/*
 - 1.2. *Daily reading of the instrumentation (billing data, load profile, events of the instrumentation, execution of commands for switching on and off the relay (if any), implementation of self meter reading command, option to report the time and date, command for setting the time and date.*
 - 1.3. *Remote data transmission through the public or private network of telecommunications (analogous, CSD, ISDN, GSM, GPRS, LAN, Powerline)*
 - 1.4. *Process of communication between the management point and the point of meter reading through a single protocol for data transmission (IEC, DLMS)*
 - 1.5. *Possibility for manual report, automatic report and import of the report by another device (terminal, laptop)*
 - 1.6. *Maintenance and data processing for up to 35,000 instruments.*
 - 1.7. *Possibility to export billing data and load profile in different formats. /csv, excel, word etc./*
 - 1.8. *Ensure the possibility to export data and preparation of references from the system. Possibility to export data and references via a script language by the contracting authority.*
 - 1.9. *Obtaining the e_mail data from the statistics of the readings (read and unread devices for a certain period of time, etc.). Possibility to adjust the automation of the readings by the contracting authority.*
 2. *Provision of maintenance*
 - 2.1. *Provided maintenance for the period from Monday to Thursday (from 09:30 am to 17:30 BG Time) Friday (from 09:30 am until 4:00 p.m. BG Time), as well as outside these periods upon request.*
 - 2.2. *Provision of phone number and email.*
 3. *Processing of new requirements or elaboration of the system*
 - 3.1. *EVN provides requirement for the purchase of new functionalities, elaboration of the system, as well as for the need of provision of training*

- на обучение
- 3.2. Проверка на изискването и обработка на възникнали въпроси от страна на изпълнителя
 - 3.3. Изпълнителя изяснява отворените въпроси
 - 3.4. Предоставяне на оферта от страна на изпълнителя, по одобрен ценоразпис на услугите, след изясняване на всички отворени въпроси
 - 3.5. Съгласуване на времената за реализация
 - 3.6. Проверка и потвърждение на офертата от страна на възложителя
 - 3.7. При софтуерни разработки
 - 3.7.1. Изготвяне и доставяне на софтуерните функции в тестовата система. Предоставяне на формуляр за инсталация.
 - 3.7.2. Тест и приемане от страна на възложителя
 - 3.7.3. Инсталиране в продуктивна система. Предоставяне на формуляр за инсталация.
 - 3.7.4. Тест и приемане от страна на възложителя. Приемането приключва с подписването на приемателен или транспортен протокол в продуктивната система.
 - 3.8. При услуги, свързани с консултации или обучения
 - 3.8.1. Провеждане на консултациите/обученията
 - 3.8.2. Приемане на консултациите/обученията.
— Приемането се документира чрез потвърждение на предоставените отчети за извършена работа
 - 3.9. Изпълнителя предоставя нужната документация на възложителя
 - 3.10. Изготвяне на фактура и заплащане
 4. Предоставяне на ценоразпис за консултанти по приложения/ разработчици на софтуер 1 човекоден = 8 часа.
 5. Предоставяне на ценоразпис за обучения
- 3.2. *Checking the requirement and processing of issues that have arisen on the part of the contractor.*
 - 3.3. *The Contractor shall clarify the open points*
 - 3.4. *Bid provision by the Contractor, as per approved price list of the services, after clarification of all open points*
 - 3.5. *Harmonisation of the implementation time*
 - 3.6. *Verification and confirmation of the bid by the contracting authority*
 - 3.7. *In case of software development*
 - 3.7.1. *Preparation and delivery of software functions in the test system. Provision of an installation form.*
 - 3.7.2. *Test and acceptance on the part of the contracting authority*
 - 3.7.3. *Installation in productive system. Provision of an installation form.*
 - 3.7.4. *Test and acceptance on the part of the contracting authority. Adoption is completed with the signing of delivery and acceptance or transport protocol in the productive system.*
 - 3.8. *In the case of services, related to consultations or trainings*
 - 3.8.1. *Conduct of consultations/trainings*
 - 3.8.2. *Acceptance of consultations/trainings*
Acceptance shall be documented by means of confirmation of the provided reports of work done
 - 3.9. *The Contractor shall provide the required documentation to the contracting authority*
 - 3.10. *Invoicing and payment*
 4. *Provision of a price list for consultants per applications/software developers 1 man-day = 8 hours.*
 5. *Provision of a price list for trainings*

Протокол от договарянето / Minutes of Negotiation

Поръчка/Order № 1-EP-20-CI-D-3

Предмет на поръчката/Subject of the order:

Закупуване на допълнителни лицензи, разработка на нови функционалности, както и предоставяне на свързани с това услуги за консултации, обучения и софтуерна поддръжка относно изградена в Електроразпределение Юг ЕАД система за дистанционно отчитане на електромери/
Purchase of additional licenses, development of new functionalities, as well as provision of related services consisting of consulting, trainings, and software assurance regarding the implemented in "Elektrozpredelenie Yug" EAD system for distant reading of electric meters

Дата и час на преговорите /Date and time of negotiations:

19.02.2020 / 11:30 часа/O'clock (UTC+02:00) BG.

Място на преговорите / Place of negotiations

Преговори по телефона / Phone negotiating

Участник име/Participant name:

Sagemcom Froeschl GmbH

Представители на Участника/Participant-representatives:

I. Срокове/Terms:

- 1.1. Срокт на договора е за 3 години от датата на подписването му. / The contract period is 3 years from the date of signing.
- 1.2. Срокт на доставка за нови лицензи е до 7 дни след заявка / The delivery time for a new license is up to 7 days after purchase order
- 1.3. Срокт на тестване на нов лиценз е до 3 месеца след инсталация, като за този период не се дължи поддръжка. / The trial period of testing for a new license is up to 3 months after installation and during this period no maintenance fee is due.
- 1.4. Срокт за разработки на допълнителни функционалности се договаря между страните за всеки един конкретен случай / The delivery/execution time for developing of new functionalities is to be negotiated between the parties for each specific case

II. Поддръжка/Maintenance:

- 2.1. Стойността на поддръжката е 9 % от стойността на лицензионния каталог на продуктивната система + тестовата система (представляваща 10% от стойността на продуктивната система) + стойността за поддръжка за потребителите в системата (3% върху стойността на продуктивната система)./ The cost of maintenance is 9% of the value of licensing catalog productive system + test system (representing 10% of the productive system) + the costs of maintenance for the system users (3% on the value of the productive system).;
- 2.2. Стойността на тестовата система е 10 % от стойността на лицензионния каталог на продуктивната система./ The cost of the test system is 10% of the licensing catalog of the productive system;
- 2.3. Възложителят има достъп за 6 (+ 1 безплатен) потребителя до продуктивната и тестовата система./ The Contracting authority have access to 6 (+ 1 costless) users to test and productive system;

III. Различни договорки:/Other arrangements:

- 3.1. При необходимост от нов лиценз Възложителя изпраща запитване чрез факс или е-мейл, а Изпълнителя изпраща оферта на база стандартната си ценова листа, редуцирана с договорена отстъпка в размер на 34%, в която е детайлно описано ценообразуването на лиценза.
For each case of necessity of a new license the **Contracting authority** inquire by fax or e-mail, and the **Contractor** shall send an offer, based on his standard price list, reduced by a negotiated discount in the value of 34%, in which it is described in detail the pricing of the license.

3.2. Възложителят потвърждава офертата със заявка за доставка, изпратена чрез факс или е-мейл до Изпълнителя./ The Contracting authority confirms the offer by purchase order, sent by fax or e-mail to the Contractor.

3.3. Изпълнителят е длъжен да изпрати актуален лицензен каталог след всяка една покупка на допълнителен лиценз от Възложителя, най-късно към момента на изпращане на съответната фактура./ The Contractor is obligated to send current license catalog to Contracting authority after each purchase of an additional license no later than at the time of sending of the invoice

3.4. Изпълнителят е длъжен да изпрати актуални телефонен номер и e-mail, които да бъдат вписани в договора / The Contractor is obligated to send the current phone number and e-mail to be entered into the contract.

3.5. Изпълнителят е длъжен преди да предприеме каквито и да е действия по молба на Възложителя в съответствие с т. 3, параграф 6 от Приложение 1 да изпрати предварително за съгласуване оферта с описание на необходимите услуги и тяхната стойност / The Contractor is obliged to send an offer with all of needed services and their prices to be approved before any further actions requested by the Contracting authority in accordance with point 3 paragraph 6 of Annex 1.

3.6. Данък при източника /Withholding Tax:

Приспадат се 10% от общото плащане, в случай, че се изисква от общата сума на услугата, или ако съответните документи, необходими за изключване на данъка не са представени най-късно до момента на изпращане на фактура./ 10 % of the total payment shall be deducted, in case the total amount of the service requires it, or relevant documents required for tax exception are not presented at the moment of sending of an invoice at the latest.

IV. Фактуриране / Invoicing

4.1. За поддръжка: Последния работен ден от последния месец на всеки шестмесечния период, след подписване на приемо-предавателен протокол. Поддръжката на новозакупените лицензи се заплаща за периода от активирането им до периода на издаването на фактурата за поддръжка. / For maintenance: Last working day of the last month of each six-month period, after signing an acceptance protocol. The maintenance of new purchased licenses will be paid for the period from their activation to the maintenance invoice.

4.2. За закупуване на нов лиценз: След инсталация и приемо-предавателен протокол/ For each new license: After installation and acceptance protocol.

4.3. Всяка една фактура за поддръжка трябва да бъде задължително придружавана с актуален лицензен каталог към дата и на издаването и./ Any invoice for maintenance should be accompanied with an up to date license catalog.

V. Плащания/Payments

5.1. По банков път, след предоставяне на услугата, всички свързани с това такси се разделят симетрично между страните./ By bank transfer, after provision of the service, all bank charges are split symmetrically between the parties.

5.2. За закупуване на нов лиценз: до 45 календарни дни след инсталация, фактура и приемо-предавателен протокол / For each new license: up to 45 calendar days from the date of acceptance protocol and Invoice after installation.

5.3. За поддръжка на системата включително за новозакупени лицензи: два пъти годишно на всеки 6 месеца до 45 календарни дни от датата на получаване на фактурата. / For the maintenance of the system: twice per year on each 6 months, up to 45 calendar days from the date of receipt of the invoice.

VI. Цени: / Prices:

6.1. Оферирани цени / Offer price

№	Description	Unit	Unit price in EUR VAT excl.	Q-ty	Total value VAT excl.
A	Софтуерна поддръжка към (актуален лицензен каталог + тестова система + клиент лайсънс)-АЛК на стойност(734 372,74+73.437,27+22.031,18)= 829 841,20 Software maintenance to (current license catalog + test system+client license)-ALC on the value of (734 372,74+73.437,27+22.031,18)= 829 841,20	%/год от АЛК. %/year to ALC	74 685,71	3	224 057,12

	Нови лицензи за увеличаване на броя на отчитаните измервателни уреди от 30 000 на 35 000 New licenses to increase the reported number of meters from 30 000 to 35 000	бр./pcs	29 257,20	1	29 257,20
	Нови лицензи за увеличаване на броя на автоклиентите New licenses to increase the number of autoclients - Additional Autoclient	бр./pcs	11 620,00	1	11 620,00
	Ставка за обучение/Training rate	ден/days	1 850,00	1	1 850,00
	Ставка за консултант-разработчик/Rate consultant developer Customer specific development	час/hour	110,00	1	110,00
	Пътни разходи/All-in travel costs to and from Bulgaria - a lump sum in EUR, per employee, for a return trip to Bulgaria, with a duration of up to 3 (three) days, covering all incurring expenses (plane ticket, accommodation, business trip daily rates,..)	бр./pcs	1 000,00	1	1 000,00
	Общо А / Total A				267 894,30
В	Други нови лицензи и софтуерна поддръжка Other new licenses and software assurance				179 242,21
	Общо В / Total B				179 242,21
А+В	Общо А+В/Тотал А+В				447 136,51

6.2. Договорени цени / Negotiated price:

№	Description	Unit	Unit price in EUR VAT excl.	Q-ty	Total value VAT excl.
А	Софтуерна поддръжка към (актуален лицензен каталог + тестова система + клиент лайсънс)- АЛК на стойност(734 372,74+73.437,27+22.031,18)= 829 841,20 Software maintenance to (current license catalog + test system+client license)-ALC on the value of (734 372,74+73.437,27+22.031,18)= 829 841,20	%/год от АЛК. %/year to ALC	74 685,71	3	224 057,12
	Нови лицензи за увеличаване на броя на отчитаните измервателни уреди от 30 000 на 35 000 New licenses to increase the reported number of meters from 30 000 to 35 000	бр./pcs	21.363,64	1	21.363,64
	Нови лицензи за увеличаване на броя на автоклиентите New licenses to increase the number of autoclients	бр./pcs	11 620,00	1	11 620,00
	Ставка за обучение на група от до 10 човека, на територията на Възложителя в Република България/Training rate for a group of up to 10 people in the territory of the Contracting Authority in the Republic of Bulgaria	ден/days	Based on actual costs but not more than 1 850,00	1	1 850,00
	Ставка за консултант-разработчик/Rate consultant developer	час/hour	110,00	1	110,00
	Пътни разходи/All-in travel costs to and from Bulgaria - a lump sum in EUR, per employee, for a return trip to Bulgaria, with a duration of up to 3 (three) days, covering all incurring expenses (plane ticket, accommodation, business trip daily rates,..)	бр./pcs	Based on actual costs but not more than 1 000,00	1	1 000,00
	Общо А / Total A				260 000,76

B	Други нови лицензи и софтуерна поддръжка Other new licenses and software assurance	187 135.75
	Общо B / Total B	187 135.75
A+B	Общо A+B/Тотал A+B	447 136,51

Конфициенциалност/Confidentiality

Страните се задължават да пазят в тайна и да не предоставят на трети лица информацията, разменена по време на съвместните търговски преговори или получена под формата на оферти и спецификации. / The Parties undertake to keep confidential and not released to third parties any information exchanged during the joint trade negotiations or received in the form of offers and specifications

Приложения неразделна част от протокола_Annexes an integral part of the Protocol:

Приложение_Annex 1: Contractual services of FROESCHL

Потвърждение за съдържание на протокола от Участник/Acknowledgement of participant for contents of protocol.

Запознат съм със съдържанието на горното / I am familiar with the contents of the above:

.....
J.A. Patrick Berner

Подпис на участника / Signature of the participant

За Възложителя - име и подпис/ For the Contracting authority - name and sign.

.....


Annex 1

Contractual services of FROESCHL

1. System documentation

The documentation of the IT system is generated with the use of computerized aids. The documentation may only be used and copied for internal use.

Manuals: User manual, administrator manual

System documents: Installation guidelines and description of the configuration files, description of the script language, description of the configurable export

Help system: An online help is integrated in the IT system.
An online help for all system modules is available to support the handling of the program modules.

The integration of the existing system information by FROESCHL for the documentation of the delivered IT systems is allowed. The documentation is available in German and English.

Changed programs

The changes are documented. All delivered manuals and system documents are adjusted accordingly to the changes.

Disclosure

FROESCHL commits to deposit the latest version of the source code for the delivered system software at the notary of the company FROESCHL. This has to be done to guarantee the access for the customer **in case of termination or stopping of further developments** of the product or in case of bankruptcy.

2. Hotline service

The hotline service includes the short telephone support to answer questions about the use of the product or to localize occurring faults. FROESCHL offers support for the temporary circumvention of revealed faults until they are fixed.

The services of the maintenance agreement also include remote diagnostics and debugging by using remote data transmission via an appropriate service modem and transmission programs.

FROESCHL guarantees a recall by an employee within 5 hours, **in case of a fault scenario within 3 hours during** the normal working hours (Monday to Thursday 8:30 to 16:30; Friday 8:30 to 15:00).

The hotline service includes remote diagnostics with debugging using remote data transmission via appropriate communication equipment (hardware and software) provided by the **Customer**

3. Debugging

If a fault occurs, which reduces the use of the system products considerably, FROESCHL will start debugging immediately after the error message. The response time is 3 hours during the normal working hours.

If the debugging lasts longer, which reduces the use of the IT system considerably, **FROESCHL has to write a detailed report weekly and make it available for** the customer immediately. A considerable fault is particularly a fault with data loss and as a consequence thereof an impairment of the system.

The obligation for debugging corresponds to the latest version of the system software which is installed at and used by the customer and released by FROESCHL. The obligation for debugging the older version expires immediately when **the customer** uses the new version.

All remaining faults will be collected and then corrected. Therefore, FROESCHL forwards a corrected version of the respective software products to the customer from time to time. FROESCHL informs **the customer** in advance in writing about the changes.

The corrected and further developed versions are delivered according to the preferences of the customer on appropriate data carriers or via remote data transmission.

However, there will be a charge on services, if FROESCHL took action of a request of the customer, and it may be evidenced to the customer that there was no real program fault existing.

The customer / system user will be charged with the arising expenses of FROESCHL which were caused by faults in the system environment.

4. Consulting for communication problems with devices

FROESCHL offers to support customer in case of communication problems and check device parameters and also consult the user about correct settings for modems which are involved in the system.

5. Maintenance, state of the art

FROESCHL commits to continuously optimize the operability, the system performance and the system administration in case of new experiences regarding the use and new technologies for hardware and software, continuously.

If it is planned to change or replace the resources (hardware, net environment, etc., FROESCHL will support the **customer**. The use of new system components requires a mutual consent.

If the manufacturer changes something in the meters in the field of firmware (within already existing functions) then FROESCHL will realize the necessary adjustments for free.

Obligation to adjust the system in case legal requirements are modified.

FROESCHL commits to execute adjustments when new legal conditions become valid. The costs are regulated between FROESCHL and the customer by mutual agreement.

If required, FROESCHL will update the check lists Annex 2 (Check list for system maintenance) and Annex 3 (Check list for system security) and inform the customer about the additional requirements for the system maintenance. The list of all released resources in the [online help](#) under "Released Resources" is updated by FROESCHL for each new version.

6. Program updates

Updates include the debugging as well as the optimization of the program for ordered programs and program parts according Annex 1, for which a valid maintenance agreement is existing. Purchased test systems for parallel mode are a part of the total functionality and will be included in the updates.

Updates for FROESCHL standard programs are free within the scope of the maintenance agreement. In advance, FROESCHL will inform the customer in writing about all changes in the affected program parts.

Improved or optimized programs or program parts are delivered according to the preferences of the **Customer** on appropriate data carriers or via remote data transmission.

The **Customer** will be informed in writing 6 month in advance if the maintenance activities for program versions that are older than 2 release versions compared to the current version are stopped.

7. System extensions

FROESCHL commits to further develop the IT system according to the market requirements and to inform the customer in writing about the essential changes or about new system components, and, if necessary, to offer the corresponding trainings for the innovations.

8. Changes by Microsoft at its operating systems

FROESCHL commits to support the latest operating systems by Microsoft. Adjustments at the IT systems delivered by FROESCHL which become necessary are self-financing and covered by the maintenance costs during the duration of the maintenance agreement.

The released patches of the **MS operating systems can be** imported by the customer.

APPENDIX 4
AGREEMENT FOR PROCESSING OF PERSONAL DATA
ПРИЛОЖЕНИЕ 4
СПОРАЗУМЕНИЕ ЗА ОБРАБОТВАНЕ НА ЛИЧНИ ДАННИ

This Data Processing Agreement ("Agreement") forms part of the) Contract № 4600005398 for Purchase of additional licenses, development of new functionalities, as well as provision of related services consisting of consulting, trainings, and software assurance regarding the implemented in " Elektrorazpredelenie Yug" EAD system for distant reading of electric meters Froeschl ("Principal Agreement") between: (i)) Elektrorazpredelenie Yug EAD ("Company") (ii) Sagemcom Froeschl GmbH ("Contractor")

Това Споразумение за обработване на лични данни (Споразумението) е неразделна част от договор №4600005398 за Закупуване на допълнителни лицензи, разработка на нови функционалности, както и предоставяне на свързани с това услуги за консултации, обучения и софтуерна поддръжка относно изградена в Електроразпределение Юг ЕАД система за дистанционно отчитане на електромери Froeschl (Основния договор), сключен между (i) „Електроразпределение Юг“ ЕАД (Възложител) и (ii) Sagemcom Froeschl GmbH (Изпълнител).

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.

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.

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;

1.1.5. "GDPR" means EU General Data Protection Regulation 2016/679

1.1.6 "Services" means the services and other activities to be supplied to or carried out by or on behalf of Contractor for Company pursuant to the Principal Agreement;

1.2. The terms, "Commission", "Controller", "Data Subject", "Member State", "Personal Data", "Personal Data Breach", "Processing" and "Supervisory Authority" shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly

1. Определения

1.1. В това Споразумение, следните понятия ще имат значението, посочено по-долу:

1.1.1. „Лични данни на Възложителя“ означава всякакви Лични данни, обработвани от Изпълнителя от името на Възложителя, по силата или във връзка с Основния договор;

1.1.2. „Обработващ лични данни“ означава Изпълнителя или негов Подизпълнител;

1.1.3. „Подизпълнител“ означава всяко лице (с изключение на Изпълнителя или негови служители), на което Изпълнителят е възложил Обработване на Лични данни на Възложителя по силата на Основания Договор;

1.1.4. „Приложимо законодателство“ означава (а) Законодателството на Европейския съюз (ЕС) или на съответната Държава – членка, доколкото Страните са задължени да се съобразяват с него; и (б) всеки друг приложим закон за защита на личните данни, доколкото Страните са задължени да се съобразяват с този друг закон;

1.1.5. „Регламент“ означава 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;

1.1.6. „Услуги“ означава услугите, които ще се предоставят или други действия, които ще се извършват от Изпълнителя по силата на Основния договор;

1.2. Понятията „Комисия“, „Администратор“, „Субект на данните“, „Държава – членка“, „Лични данни“, „Нарушение на сигурността на личните данни“, „Обработване“ и „Надзорен орган“ ще имат същото значение като това в Регламента.

2. Processing of Company Personal Data

2.1. Contractor shall:

2.1.1. comply with all Applicable Laws in the Processing of Company Personal Data;

2.1.2. not Process Company Personal Data other than on Company's documented instructions unless Processing is required by Applicable Laws to which Contractor is subject, in which case Contractor shall inform Company of that legal requirement before the relevant Processing of that Personal Data.

2.1.3. To process and instruct its subcontractors to process the Personal data of Company only for the purposes of providing the Services under the Main contract;

2.2. Annex 1 to this Agreement sets out certain information regarding Contractor's Processing of the Company Personal Data as required by article 28(3) of the GDPR (and, possibly, equivalent requirements of other Data Protection Laws). Company may make reasonable amendments to Annex 1 by written notice to Contractor from time to time as Company reasonably considers necessary to meet those requirements

2. Обработване на Лични данни на Възложителя

2.1. Изпълнителят се задължава:

2.1.1. при Обработване на Лични данни на Възложителя да спазва Приложимото законодателство;

2.1.2. да Обработва Лични данни на Възложителя само на основание изрично възлагане от последния, освен когато Обработването се изисква съгласно Приложимото законодателство, което Изпълнителят е длъжен да спазва, в този случай, Изпълнителят се задължава да уведоми Възложителя за това негово законово задължение, преди да пристъпи към Обработване на Личните данни;

2.1.3. да обработва и да укаже на своите Подизпълнители, че следва да обработват Личните данни на Възложителя само за целите на предоставяне на Услугите по Основния договор;

2.2. В Анекс 1 към настоящото Споразумение се съдържа определена информация относно Обработването на Личните данни на Възложителя, която се изисква от член 28, параграф 3 от Регламента

(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.

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.

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.

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 предложени 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.

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;

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.

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.

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 предостави 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.

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.

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 Основания 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 Изпълнителят 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.

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 distant reading of measuring devices FROESCHL

Осъществяване на услуги по поддръжка, консултации и разработки на нови функционалности в система за дистанционно отчитане на електромери

The types of Company Personal Data to be Processed:

Видове Лични данни, които се обработват:

- o Names;
- o Personal ID;
- o Address of the object, connected to the electricity grid (consumption point);
- o Metering point number (ITN);
- o Customer contact data (telephone number, e-mail);
- o Metering device number;
- o Data for the consumed energy;
- o Customer property data (installed capacity, etc.);

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 Elektrorazpredelenie Yug EAD has signed contracts for electricity distribution

Физически лица, клиенти на електрическа енергия, с които „Електроразпределение Юг“ 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

TECHNICAL REQUIREMENTS FOR SECURITY

to

execution of order for: Purchase of additional licenses, development of new functionalities, as well as provision of related services consisting of consulting, trainings, and software assurance regarding the implemented in "Elektrozpredelenie Yug" EAD system for distant reading of electric meters Froeschl

I. REQUIREMENTS FOR SECURITY

1. Access to EVN Bulgaria information resources. In any circumstance when supplier is provided access to EVN Bulgaria information resources, it is solely supplier's responsibility to ensure that its access does not result in any access by unauthorized individuals to EVN Bulgaria information resources
2. Patches and updates. Supplier is required to perform patches and updates in connection with the goods and/or services provided to EVN Bulgaria as follows:
 - 2.1. Devices and Software provided directly to EVN Bulgaria. Supplier will make available to EVN Bulgaria any patches and other updates to system security software or firmware utilized by supplier in its provision of goods and/or services not later than the earlier of thirty (30) days of its commercial release or as recommended by supplier or supplier's sub-supplier.
 - 2.2. Supplier's internal systems and services necessary for supplier to fulfill its obligations to EVN Bulgaria. Supplier will regularly apply security patches and functional updates to its internal systems software and firmware.
3. Compliance with applicable laws and best practices. Supplier agrees to comply with all applicable state and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of protected information
4. Safeguard standard. Supplier agrees to protect the privacy and security of non-public information according to all applicable laws and regulations. Supplier will implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of the non-public information.
5. Information security standards. Supplier acknowledges that EVN Bulgaria is required to comply with information security standards for the protection of information as required by law, regulation and regulatory guidance, as well as EVN Bulgaria's internal security program for information and systems protection.
6. Reporting of breaches. Supplier will report any confirmed or suspected breach to EVN Bulgaria immediately upon discovery. Supplier's report will identify: the nature of the unauthorized access, the non-public information accessed, used or disclosed, the person(s) who accessed, used, disclosed and/or received non-public information (if known). What Supplier has done or will do to mitigate any deleterious effect of the unauthorized access and what corrective action supplier has taken or will take to prevent future unauthorized access. In the event of a suspected breach, supplier will keep EVN Bulgaria informed regularly of the progress of its investigation until the uncertainty is resolved.
7. Coordination of breach response activities. Supplier will fully cooperate with EVN Bulgaria's investigation of any breach involving supplier and/or the services, including but not limited to making witnesses and documents available immediately upon supplier's reporting of the breach. Supplier's full cooperation will include but not be limited to supplier:
 - 7.1 Immediately preserving any potential forensic evidence relating to the breach and remedying the breach as quickly as circumstances permit
 - 7.2 Promptly designating a contact person to whom EVN Bulgaria will direct inquiries and who will communicate supplier responses to EVN Bulgaria inquiries

investigate, document, restore service(s) as directed by EVN Bulgaria, and undertake appropriate response activities;

7.4. Providing status reports to EVN Bulgaria on breach response activities, either on a daily basis or a frequency approved by EVN Bulgaria;

7.5. Ensuring that knowledgeable supplier staff is available on short notice, if needed, to participate in EVN Bulgaria-initiated meetings and/or conference calls regarding the breach

General purchasing terms and conditions of the EVN Group

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

1. All purchase orders, contracts, amendment and additional agreements there to shall be considered valid only if concluded in writing. All oral agreements between the parties are invalid, unless confirmed in writing by the Contracting authority.
2. In the event that the contract/order is based on an estimate of cost, made by the Contractor and provided to the Contracting authority, it shall be considered as an integral part of the contract/order, unless otherwise specified in the contract/order.
3. The prices specified in the contract/order are fixed, not subject to change. All deliveries are free of transport expenses to the place of delivery, all goods packed, insured, unloaded. Additional (cost plus) services may only be provided upon prior approval by the Contracting authority. A calculation of the necessary working hours, equipment and materials must be produced to the Contracting authority for written approval. Not awarded or approved additional services shall not be paid. If a certain number of additional services is provided for in the specification/offer, this shall not entitle the Contractor to claim their implementation.
4. The acceptance of certain delivery/service shall be considered fulfilled only in case the Contracting authority confirms it in writing by signing a bilateral delivery and acceptance protocol. All risks shall pass on the Contracting authority only after the goods have been delivered/the service has been performed and accepted by the Contracting authority. Until accepted by the Contracting authority, all risks shall be borne by the Contractor. The place of performance shall be considered the specified in the contract/order address of delivery of the goods/ performance of the service.
5. The Contractor shall be obliged to guarantee and shall be held liable that his personnel and subcontractors, hired by him, comply with all legal requirements for protection of the life and health of the workers, as well as protection of the environment. The personnel and subcontractors used by the Contracting authority shall have the right of access only to the sections specified by the Contracting authority. The instructions of the construction and assembly supervision of the Contracting authority are mandatory and must be complied with. The Contractor shall explicitly undertake to comply with all laws and regulations and shall exercise control over the citizens of the Republic of Bulgaria or foreign citizens, employed by him or by his subcontractors, in accordance with the relevant Bulgarian and European labour legislation. Before starting the work, the Contractor shall prove compliance with the obligations regarding the control exercised by him, by presenting a complete set of relevant documentation (residence permit, work permit, etc.), without being explicitly requested by the Contracting authority, and shall ensure that the Contracting authority and/or his employees shall not be liable for failure to comply with these obligations, including damages caused in this respect.
6. The Contractor shall be committed to the obligation of comprehensive coordination and cooperation with all working on the site. The Contractor shall be obliged to comply with all regulations governing the rights and obligations of the employees, which include but are not limited to: Labour Code, Health and Safety at Work Act, Spatial Planning Act, and in most conscientious way support the companies of the EVN group, in their function of Contracting authorities, as well as the persons in charge (coordinators, project managers), in the performance of their duties. The goal is to ensure the implementation of principles for prevention of hazards in compliance with all guidelines of the relevant authorities. The Contractor is obliged to guarantee that the Contracting authority and/or any of Contracting authority's offices and employees shall not be liable for damages resulting from the failure of these obligations.
7. The Contractor shall ensure that deliveries/services comply with all legal provisions and current state of the art. The Contractor shall guarantee the qualitative and timely performance of the respective delivery/service. For the warranty of the goods/services the relevant existing legislation shall apply, unless otherwise agreed in the contract/order. The warranty shall cover any defects occurring within the agreed warranty period. The proof of flawless, according to the contract, performance is obligation of the Contractor. If, in connection with correcting a defect or shortage, any disassembly, assembly as well as any other additional costs are incurred, they shall be borne by the Contractor. It is the obligation of the Contractor to eliminate within the warranty period as quickly as possible all defects or shortages occurred or, at the choice of the Contracting authority, replace the delivered goods/performed services with new ones. The delivered goods/performed services shall be inspected by the Contracting authority at the time of their use at the latest. If the Contractor fails to comply with his obligations concerning the agreed warranty of the goods/services and the defects or shortages have been repaired by a third party, the Contractor shall be obliged to bear all costs arising in this respect.
8. The Contractor shall be held liable for any damages resulting from actions or inaction of the Contractor, his personnel, his subcontractors or any other persons to whom the Contractor has assigned work, in the process of or on the occasion of execution of the delivery/service, as well as for damages caused by the used materials or parts of these materials. The Contractor shall also be held liable for all materials, construction equipment or other items for installation or storage, provided to him by the Contracting authority. In each individual case of damage, the Contractor shall prove that he, his personnel, subcontractors or other persons, to whom he has assigned work, are not guilty. This shall also apply to damages caused by negligence or lack of due diligence. Any actions or claims by employees or third parties concerning damages arising in connection with performance of the contract/order should be addressed to the Contractor. The Contractor shall ensure that the Contracting authority shall not be held liable for such damages.
9. The Contractor shall, at his own expense, conclude the relevant general liability/professional indemnity insurance, to cover all liability risks arising from the law and/or the contract/order. The insurance shall also cover the liability for damages to third parties of all subcontractors and persons employed by the Contractor in performance of the contract/order.
10. Invoices must be sent to the specified in the contract/order billing address, in one original copy, and shall contain the contract and/or order number. Invoices must comply with the applicable legislation, in particular both the Contracting authority's and the Contractor's VAT identification numbers are to be specified, as well as the explicit applicable VAT amount is to be entered on a separate line in the invoice. Invoices that do not meet these requirements shall not be considered as grounds for due payment and the Contracting authority shall reserve the right to return them to the Contractor for correction, whereas in this case the payment period shall be extended until the Contracting authority receives an invoice complying with all requirements under these General purchasing terms and conditions and the contract/order. The payment period shall begin to run from the receipt of the invoices and all accompanying the delivery/service documents at the specified in the contract/order billing address, under the provision

- that the delivery/service has been, as stipulated in the contract/order, accepted via bilaterally signed delivery and acceptance protocol. In case it has not been explicitly otherwise agreed, with partial deliveries or partial performance of services it shall be acceptable to issue an overall invoice after the complete performance of the contract/order. Payments in these cases shall be made not later than the period specified in the contract/order. Upon delay of payment caused by the Contracting authority, the statutory interest for late payment shall be applied in accordance with the provisions of the Obligations and Contracts Act. Except for the legal interest for delay the Contracting authority shall not owe payment of any other damages or penalties, except in cases of proven wilful misconduct.
11. Notifications of concluded deeds of assignment must be made in writing (not by fax or e-mail) through registry in the record-keeping system of the Contracting authority, to the attention of Financial Affairs department. In these cases, the Contracting authority shall be entitled to charge and withhold a handling and maintenance fee of 1% of the amount of the transferred receivable, but not more than BGN 5,000.
 12. Right of retention in favour of the Contractor shall not be allowed, unless expressly regulated by law. The Contracting authority shall be entitled to set off his own debts and receivables, which the Contractor owes to related to the Contracting authority companies from the EVN AG group, included in the consolidated annual financial statement of EVN AG, registered in the district court Wiener Neudorf under UIC FN 72000 h and VAT ID: ATU14704505, against amounts payable to the Contractor.
 13. The Contractor strongly agrees that in the performance of this contract/order will comply with the General Data Protection Regulation, the Bulgarian Personal Data Protection Act and the secondary legislation in this field. All personal data which he has become familiar with, in the course of performing of the contract/order, where appropriate may be provided to third parties (e.g. design companies, owners of facilities, insurers, etc., but not competitors) only in compliance with these requirements and after the consent of the Contracting authority. The Contractor shall be obliged to immediately notify the Contracting authority in the event of any breach found in the security of the processing of personal data. The Contractor shall be obliged to take reasonable measures so as to ensure the reliability of each employee who may have access to personal data and ensure that the access is strictly limited to those persons who actually must have access to the information for the purpose of performance of the contract/order. The Contractor shall be held liable that both his employees and all those who provide services in connection with the performance of the contract/order, will comply with the provisions of these General purchasing terms and conditions and the legal requirements in connection with the protection of personal data. The Contractor shall undertake to implement appropriate technical and organizational measures, aiming at ensuring a level of security corresponding to the possible risk, as well as to keep the personal data in the volume and storage period as required by the applicable legislation. The Contractor shall be obliged to compensate damages which a person may incur as a result of processing of personal data by the Contractor, which processing violates the Regulation or other legal provisions for personal data protection.
 14. The Contractor shall declare and ensure that in the course of delivery of the goods/performance of the service, the rights of third parties on intellectual or industrial property will not be violated. The Contracting authority shall not be held liable in case of any possible claims of third parties in this connection and payment claims will be directed to the Contractor.
 15. In the event that the Contractor delays in performing a delivery/service under the contract/order, the Contracting authority shall be entitled to insist on provision of the delivery/service in accordance with the contract/order or after setting a reasonable additional time limit and the delivery/service is still not provided within this additional time limit, to terminate the contract in writing unilaterally. In addition, the Contractor owes to the Contracting authority compensation for damages arising as a result of the respective non-performance. The Contracting authority shall be entitled to unilaterally terminate the contract without prior notice, if proceedings of declaring bankruptcy have been opened against the Contractor, or the Contractor has been declared bankrupt, or his property has been put under seizure or foreclosure for repayment of debt. Upon withdrawal from the contract the Contracting authority has to cover the cost of all deliveries/services performed to date by the Contractor, in case that the Contracting authority will be able to use them for their intended purpose stated in the contract/order. In no case will the Contracting authority be liable to pay for more than what has already been delivered/ performed.
 16. The Contracting authority shall be entitled to transfer the contractual relationship with all rights and obligations to another related company from the EVN AG group. The Contractor shall not be entitled, unless in the case of a prior written consent by the Contracting authority, to transfer the contract/order both in full or partially to any third parties and/or to engage subcontractors.
 17. All disputes arising from the interpretation and performance of the contract/order shall be settled by the parties in friendly manner by negotiations, consultations and mutually beneficial agreements. If such agreements cannot be achieved, the dispute shall be referred to the competent court according to the domicile of the Contracting authority. The substantive law according to the court registration of the Contracting authority shall apply under exclusion of the application of the United Nations Convention on Contracts for the International Sale of Goods (UNCITRAL trade law) and the reference provisions of international private law. The language of the contract shall be the official language of the country according to the court registration of the Contracting authority.
 18. If certain provisions of these General purchasing terms and conditions are, or become in full or partially invalid or not feasible, it will not affect the validity of the remaining provisions. To substitute the invalid or not feasible provisions, the Parties agree to settle their relationships in a way that is as close as possible to what the parties have pursued through the become invalid or not feasible provisions of these General purchasing terms and conditions.

(edition December 2018)

EVN Group Integrity Clause

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

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

(Issued in October 2010)