

Software License, Implementation and Maintenance Agreement

XXXXXXX

Parties

Customer

XXXXXXX

Supplier

Tieto Latvia SIA

This Software License, Implementation and Maintenance Agreement (the “Agreement”) is made and entered on the day of 2020

1 Parties

XXXXXX, with its registered office at XXXXX (the “**Customer**”), represented by XXXXXX

Tieto Latvia SIA, with its registered office at Gustava Zemgala gatve 76 Riga, Latvia, LV-1039, company ID no. 40003193130 (the “**Supplier**”), represented by Valdis Janovs, Member of the Board and Evita Ozola, Member of the Board,

2 Background of the Agreement

The Supplier is the entire legal and beneficial owner and licensor of certain software products specified in the Appendix A and any Corrections, Supplements and Customizations which are acquired by the Customer during the subsistence of this Agreement (the “**Software**”) and is willing to license the Customer to use the Software.

The Customer is willing to purchase the license to use the Software, and has evaluated the Software functional capabilities and ensures that the Software meets Customer's operational and organizational needs.

3 Definitions

Acceptance Date means the earlier of the following dates :

- the date on which the Customer confirms in writing the acceptance of the Software or any part thereof for operations;
- the date on which the Software or any part thereof has passed Acceptance Tests as specified in Appendix B;
- the date on which the Customer starts to use the Software or any part thereof for commercial data processing.

Acceptance Period means the time period between the Installation Date of the Software or any Corrections thereof and the Acceptance Date.

Acceptance Test Plan means the document consisting of test scenarios, test data and methodology, as well as describing Defect severity levels and Software acceptance conditions.

Acceptance Tests means the testing procedure by which the Customer verifies whether the Software runs in line with the licensed functionality.

Affiliate means each and any subsidiary or holding company of the Supplier and each and any subsidiary of a holding company of the Supplier.

Agreement Commencement Date means the date on which the latter of the Parties has signed the Agreement.

Correction means the elimination of Defects in the Software by means of modifying or supplementing the original software. Correction does not create a new Software Version.

Customization means such Supplement, which modifies product to meet Customer's individual requirements and which is not a part of standard product of Supplier.

Day means a calendar day.

Defect means Software errors or shortcomings in the Software that causes material mismatch between the Software and its specification (Appendix A) and prevents Customer from using the Software for commercial purpose.

Documentation means the manuals and technical information about the Software prepared in English language and in compliance with the Supplier's internal standards where providing user-oriented information about the Software, its capabilities and limitations.

Project Plan means a detailed plan prepared in compliance with the Supplier's internal standards and signed by both Parties with stages and dates for implementation of the Software. Usually the Project Plan is prepared after the Pre-study Period.

Implementation Services means implementation services specified in Appendix B.

Installation means Software's loading onto the Customer's hardware so that the Customer can make sure that the Software contains all the licensed functionality. Software shall be installed with default configuration and shall contain no configuration of Customer's and/or its clients' specific business models.

Installation Date means the date on which the Customer confirms in writing that the Software or any part thereof is installed on the Customer's hardware, or the date following 10 (ten) Days after the receipt of installation report unless the Customer has submitted a written notice of claims concerning installation.

Maintenance Services means maintenance and support services specified in Appendix D.

Minor Defect means Software errors or shortcomings in the Software that causes minor mismatch between the Software and its specification (Appendix A) and does not prevent Customer from using the Software for commercial purpose.

Pre-study Period means the time period between Agreement Commencement Date and the date when the Project Plan is approved. During the Pre-study Period, the Supplier shall carry out an in-depth examination and analysis of the Customer's organization, infrastructure, business model, applicable business processes and procedures, technical capabilities and other data submitted by the Customer. After the Pre-study Period, the Supplier shall submit to the Customer a Solution Specification (as further defined in Appendix A) prepared according to the Supplier's internal standards, and, if necessary, specify in detail the Software functional specification, modifications to the current Software functionality, its interfaces, preferred business processes and procedures, hardware configuration parameters and third-party supplied software, a detailed Project Plan and any other information which the Supplier deems necessary. Project directors of both Parties shall sign Solution Specification which becomes an integral part of the present Agreement.

Software error means an error resulting from a fault in the Software resulting in the Software not operating according to the Appendix A and Supplements.

Supplement means Software modification or supplement realized on the initiative of the Customer and resulting in enhanced functioning of the Software or a new functionality being introduced. A Supplement that introduces a new functionality creates a new Software Version.

System Problems means problems other than Software Errors due to the incorrect action or inaction of Customer's employees, third-party actions not coordinated with the Supplier, Hardware or Standard Software errors, a rapid growth in data amount processed by the Software, not notifying the Supplier in a timely manner of software errors or other problems etc.

Third Party Hardware and Software means a third-party supplied general-purpose software – including the operating system, communications software, network control software, database management system, utility programs, compilers and interpreters, computer and telecommunications equipment, computer network and any other physical equipment necessary to implement and operate the Software, including but not limited to Oracle, Tuxedo and Thales.

Version means new version of the Software prepared in compliance with the Supplier's internal standards and contains changes according to this Agreement and Supplements from the initially licensed Software or the previous Versions.

Working Day means any calendar day from 9 am to 6 pm (EET), except for Saturdays and Sundays, as well as public holidays in the Republic of Latvia and xxxxxxxx.

4 Appendices

The following Appendices form an integral part of this Agreement:

Appendix A Solution Specification

Appendix B Software Delivery, Installation and Acceptance

Appendix C Prices and Terms of Payment

Appendix D Maintenance and support services

Appendix E Change request

5 License granted

Any breach of the conditions specified below which is deemed to be incapable of remedy or the Customer shall have failed to remedy within 30 days after receiving written notice requiring it to remedy that breach may result in suspension of Maintenance Services or unilateral termination of the Agreement by the Supplier.

5.1 Form of use

The Customer is granted the right to use the Software strictly by way of the object code only, meaning that the Customer can only use the Software output result, without access to source code

5.2 Non-exclusivity

The Software license granted to the Customer is non-exclusive. The Supplier has granted and has a right to grant to the third parties in the future, Software licenses covering the same or similar rights, functionality, limitations and requirements as granted to the Customer under this Agreement.

5.3 Territory

The Customer is granted the right to install, run and host the Software only on the territory of **xxxxxxx**.

5.4 Volume and other Limitations

The Software license is subject to volume and other specific limitations as described in Appendix C.

The Customer shall report quarterly to the Supplier the actual volumes of usage and license limitations in a form as attached to the present Agreement. The Customer may consult, if necessary, with the Supplier for advice as to retrieving the requested information from the Software. The Supplier is entitled to audit the Software on Customer's site in order to make sure whether the Software is used in compliance with the terms hereunder as well as to check up the actual volumes of usage and license limitations. The audit will be conducted by the Supplier by sending its employee or assigned third party to the Customer's site, where the Software will be installed. The Customer will provide access to the Supplier's employee or assigned third party to the Software. The Supplier will give the Customer a 15 (fifteen) Days advance notice in writing about its intention to carry out the audit.

If the Customer has reached 90% (ninety percent) of the license limits the Supplier is responsible for obtaining the extension of the license upon the Customer's written request in due time for the excessive volumes or/and license limits in accordance with terms and conditions of Appendix C or then-current Supplier's price list. Any changes to the Supplier's price lists shall be shared in advance and as soon as practically possible after any volume and/or license limit review is done.

The Supplier shall confirm the Customer's written request for the grant of an additional volume license or/and license limit, sign the respective amendment to this Agreement and send the respective invoice to the Customer within 15 (fifteen) Days from receipt of the request.

The license shall be automatically extended for the additional volumes or/and license limit upon the Supplier's receipt of the payment of the respective License Fee.

5.5 License Term

The license to the Software or any of its specific parts shall take effect from the Agreement Commencement Date and shall remain in force for the term of the Agreement.

5.6 Backup and Archive copy

The Customer may make one archival copy, one test copy and one back up copy (for backup purposes to be used in a backup server, when backup use is necessary and the primary server cannot be used) of the Software.

5.7 Documentation

The Customer is authorized to use the manuals and technical information about the Software solely for the Customer's internal data processing requirements pursuant to terms and conditions of this Agreement. Direct copying and distribution of the Supplier's technical information and manuals for other purposes is prohibited.

5.8 Sublicensing

The Customer shall not assign, sublicense, rent, loan, distribute or otherwise transfer the license, or part thereof, to any third party without the prior written consent of the Supplier.

6 Prices and Terms of Payment

The Prices are exclusive of value-added tax and other applicable government taxes or levies.

The Customer is liable for value-added tax, and any applicable government taxes or levies according to applicable legislation.

Should the amount of taxes, duties or other public charges determined by the authorities or their collection basis change due to changes in the regulations, taxation practice or in interpretation by the authorities, the prices of the delivery shall be revised correspondingly, including prices and payments, punitive tax increases and respective payments.

The prices exclude incurred travel, lodging, travel time, daily allowance, equipment and other expenses as well as expenses arising out of use of computer equipment and data communication and the Customer shall reimburse the Supplier for same.

The prices are in [agreement currency]. If the prices are expressed in any other currency other than EUR, the prices are tied to the exchange rate changes between the currency and the average rate of EUR as published by the European Central Bank (ECB) on the date a payment is made.

Unless otherwise stated in the respective invoice, the Customer shall clear the Supplier's invoices within 14 (fourteen) Days from the invoice date. Any delayed payments are subject to the interest fee in amount of 1% (one percent) per calendar month on the overdue amount such interest accruing on a daily basis after the expiry of 14 days from the invoice date until actual payment of the overdue amount. The Customer shall pay the interest together with the overdue amount. The Customer shall pay interest fee upon no special reminder or notice issued by the Supplier.

Every year thereafter, the Supplier shall have the right to revise fees (service and licence) incurred for new change requests by the Customer according to the European Union's Eurostat Latvian Labour Cost Index for the previous year.

Third Party Hardware and Software vendor prices will be revised according to the vendor's then-current price lists.

6.1 License Fee

For the grant of the license to the Software the Customer shall pay to the Supplier the license fee as described in Appendix C (the "License Fee").

10 (ten) Days following the Acceptance Date the Customer shall start to pay to the Supplier annual license fees as described in Appendix C (the "Annual License Fee").

Software volume licenses, new products and customizations are subject for Annual License Fee.

In exchange for the Annual License Fee the Supplier shall provide to the Customer Software Maintenance Services as specified in Appendix D.

6.2 Service Fees

For any Supplier's services Customer shall pay to the Supplier service fee as specified in Appendix C or if not specified, then according to Suppliers then-current price list.

Payments for the additional services shall be effected within 10 (ten) Days at the Suppliers' written approval of Customer's request or relevant additional appendix to the present Agreement is signed by Parties.

7 Software Delivery, Installation and Acceptance

Software delivery, installation and acceptance terms and conditions are specified in Appendix B.

8 Software Maintenance Services

Software Maintenance Service terms and conditions are specified in Appendix D.

9 Risk of loss and damage

On the Installation Date, the risk of loss or damage shall pass to the Customer.

10 Intellectual Property

Title and all intellectual property rights in and to the Software, Documentation, processes and procedures and any changes, Supplements and additions thereto shall belong to the Supplier or a third party vendor of the Supplier as an original right holder.

10.1 Infringement of intellectual property rights

The Supplier will defend the Customer against any third-party claims of infringement of intellectual property rights made against the Customer in respect to the Software use in the territory where it was first installed, and only on condition that no Software modifications or no use of third-party software or hardware in conjunction with the Software have been made by the Customer (or a third party allowed by the Customer) without coordinating such activities with the Supplier. The Customer shall promptly inform the Supplier about such a claim and give the Supplier all reasonable assistance in connection therewith, including providing the Supplier with required documents, explanations and taking other actions, so that the Supplier or its representative acquires the legal status to act as a civil trial participant. The Supplier undertakes to indemnify the Customer for its loss to the extent set in a court decision if such an obligation is inflicted on the Supplier by court.

If such a claim is made, or is likely to be made, the Supplier may at its own discretion replace or modify the Software.

Should the said alternatives be impossible, the Supplier shall repay to the Customer all the sums paid for the Software except for payments made for actually performed work, and this Agreement shall be treated as terminated.

The Supplier will not be liable for claims of infringement of third-party intellectual property rights arisen as a result of conformity of the Software with drawings, schemes, specifications, instructions, business models or any parts thereof submitted by the Customer or its clients and implemented in the Software. The Customer will defend the Supplier against such claims.

11 Damages and limitation of liability

In no event shall either Party be liable for any indirect or incidental or consequential damages or expenses including but not limited to loss of profits, business and savings, loss of or damage to any of the other Party's data or data files, damage relating to the procurement of substitute products or services ("cost of cover") or damage suffered by a Party's customer or business partner due to any cause, even if the party has been advised of the possibility of such damages.

The Supplier shall be responsible only for direct loss.

The total aggregate liability of the Supplier, whether in contract, tort or otherwise, and whether in connection with this Agreement or any collateral contract, shall be no more than 15% (fifteen percent) of the License Fees that have been actually paid. In maintenance phase the total aggregate liability shall be no more than 15% of the amounts paid by the Customer to the Supplier in the last 12 (twelve) month period. This limitation shall not apply to breach of confidentiality, which shall always be subject to full liability for actual direct loss suffered.

No limitation of liability shall apply to

- damage caused by wilful misconduct or gross negligence,
- injury or damage to natural persons, or
- liability under intellectual property rights indemnity.

In no event shall the Supplier be liable for third party products or services.

The Customer's liability arising in connection with the performance or contemplated performance of this Agreement or any collateral contract shall in no circumstances exceed a sum equal to 15% of the License Fees paid in the last calendar year. This limitation of liability shall not apply to liability caused by willful misconduct or gross negligence, injury or damage to natural persons, liability under intellectual property rights indemnity (infringement or breach of Supplier's intellectual property rights), the Customer's payment obligations under this Agreement and the Customer's confidentiality obligations for which the Customer shall remain fully liable.

The Agreement stipulates the Supplier's sole and exclusive liability and the Customer's sole and exclusive remedies under or related to the Agreement and no other liability or remedy shall be available, including under any statute or principle of law.

The Customer shall be responsible for making back-up copies of its data and data files, and for verifying the functionality of such back-up copies. Supplier shall be not liable for the loss of damage or alteration of data or data files of the Customer due to any cause (other than the Supplier's own gross negligence or willful act) and the resulting damages and expenses incurred, such as expenses based on the re-creation of data files.

12 Security of network and information systems

The Supplier shall provide such security of network and information systems that shall be agreed in the appendixes to this Agreement.

13 Confidentiality and Data security

Information, documents and other materials regarding a Party's or its customers' business, disclosed to the other party shall be protected against unauthorized access and use. Such information, documents and materials shall not be disclosed to any third party without written consent from the other Party. The same applies to such information that may come into the Receiving Party's knowledge when performing its task and which should have been understood to be secret. The delivery agreement is also confidential.

Confidential information shall include the Software and the Supplier's procedures, and also include the Supplier's or a third party's business secrets. Business secrets include but are not limited to special design of individual programs, structural diagrams and logic, source code, interoperability of programs, programming techniques and documentation.

The said information, documents and other materials may only be used for the agreed purposes. However, the Supplier is entitled to utilize achieved professional expertise and know-how in its other business.

A Party shall commit its subcontractor, employees, agents and other outside consultants to sign a confidentiality agreement in line with the above.

14 Press Releases and Public Announcements

The Supplier is entitled to use the Customer as a reference.

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15 Force Majeure

Neither Party will be liable for a delay in performing its obligations or non-performance due to causes beyond its reasonable control. Such causes include disturbances in public transportation or data communications, strikes and blockades, natural disasters and other similar causes.

In case a Party's subcontractor suffers from above mentioned cause, it is regarded as force majeure of that Party, if a substitute cannot be acquired without unreasonable delay or costs.

A Party (the “Affected Party”) shall inform the other Party (“Unaffected Party”) of force majeure situation and the ending of it without unreasonable delay and in any event not later than 14 (fourteen) Days following the occurrence of such event providing evidence of the nature and cause of such events and the Affected Party shall use all reasonable endeavors to mitigate the effect of the force majeure event on the performance of its obligations. If the force majeure has existed for more than 90 (ninety) consecutive Days, the Unaffected Party has the right to terminate the Agreement immediately. Where both parties are affected by a force majeure event, they shall use all reasonable endeavors to mitigate the effect of the force majeure event on the performance of their obligations. If the force majeure continues to exist for more than 90 (ninety) consecutive Days, either Party has the right to terminate the Agreement immediately.

If termination occurs under this clause within the first two years of implementation due to force majeure preventing the Supplier to perform the Agreement for more than six consecutive months, then the Customer may require that the License Fees paid to the Supplier by the Customer under this Agreement to be refunded to the Customer. The Supplier shall be entitled to payment on a *quantum meruit* basis for all service provided before termination.

16 Term and Termination of the Agreement

16.1 Term

This Agreement shall take effect from the Agreement Commencement Date and shall be effective for a minimum period of 5 (five) years thereafter (further in the text – Initial Agreement Term).

16.2 Termination

This Agreement may be terminated as follows:

- Either Party may terminate this Agreement with 30 (thirty) Days’ written notice if the other Party fails to fulfil or breaches any substantial provision herein and is incapable or unwilling of remedy within 30 (thirty) Days after receiving a notice of default;
- If both Parties agree in writing to terminate the Agreement;
- The Supplier may unilaterally terminate the Agreement if the Customer fails to comply with payment terms, and if the delay in payment exceeds 2 (two) months, counting from any invoice issuing date;
- The Supplier may unilaterally terminate the Agreement if the Customer uses the Software for the purposes other than provided herein, consistently inflicts damages on the Software or attempts to access the Software Source Code;

- The Customer may terminate this Agreement the next year after the Initial Agreement Term has ended by giving the Supplier 12 (twelve) months written notice of intention to terminate the Agreement.
- The Supplier may unilaterally terminate the Agreement during Pre-study Period or implementation phase, if within reasonable period of time Parties cannot agree on the conditions for delivery of the required scope or changes identified during Pre-study Period;
- After the Initial Agreement Term, either Party may unilaterally terminate the Agreement by giving the other Party 24 (twenty four) months written notice of intent to terminate the Agreement or such other notice period as shall be agreed on by the Parties after the expiry of the Initial Agreement Term;
- The Agreement shall be terminated by issuing of a 30 day written notice by one Party to the other if a Party becomes insolvent or is subject to insolvency proceedings other than bankruptcy that are not stayed (ended) or dismissed within 90 (ninety) Days.

The provisions of this Agreement that are expressly stated to survive termination or by their nature are deemed to survive termination shall continue to be in force after termination. The obligations and rights of both Parties hereunder shall have effect until the accrued rights, remedies, obligations or liabilities are completely fulfilled, if their nature requires so.

After termination of this Agreement the Supplier will not refund any fees collected from the Customer.

17 Assignment

This Agreement and its rights, together with its obligations, can be assigned to Supplier's Affiliate by giving at least 30 (thirty) Days prior written notice to the Customer. The Supplier shall procure that the assignee shall be bound by the terms and provisions of this Agreement.

The Customer shall with the consent of the Supplier assign or novate the benefit and burden (rights and obligations) of this Agreement as a whole to any entity which succeeds to all or substantially all of its assets and business, subject to that assignee or new company first undertaking in writing to the Supplier that it will henceforth perform all the obligations of the Customer under this Agreement. All references in this Agreement to the Customer shall be construed as including any such company. The Supplier shall continue to comply with the provisions of this Agreement after any such assignment or novation, subject to effectively signing such agreement.

18 Severance

If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

If any provision or part-provision of this Agreement is deemed deleted under this clause the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

Supplier reserves the right to suspend any delivery, should any vital or material provisions be subjected to above limitations, by giving a prior written notice to the Customer to re-negotiate the required provisions.

19 No Partnership or Agency

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, or authorize any Party to make or enter into any commitments for or on behalf of any other Party.

Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

20 Waiver

No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

21 Counterparts

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one Agreement.

22 Governing Law and Arbitration

It is the intention of the Parties to settle amicably by negotiation all disagreements and differences of opinion on matters of interpretation, performance, procedure and management arising out of this Agreement. Accordingly, it is agreed that the procedure set out in this clause shall be followed before the serving of written notice terminating this Agreement, or in relation to any matter of dispute between the Parties concerning interpretation, performance, procedure or management of this Agreement.

If any disagreement or difference of opinion arises out of this Agreement, the Parties shall meet to attempt resolution. Should they not meet within 14 (fourteen) Days of the date on which either Party convenes a meeting to resolve the matter, or should they not be able to resolve the matter within 14 (fourteen) Days of the first meeting or such longer period as the Parties may mutually agree in writing, then each Party shall be free to pursue the rights granted to it by this Agreement in respect of such matter.

Where the Parties' fail to resolve the dispute within the aforesaid period, the dispute shall be referred to arbitration by a single arbitrator to be appointed by agreement between the Parties provided that where no agreement between the Parties is reached or in default of such agreement within 14 (fourteen) Days of the notification of a dispute, upon the application of either party by the Latvian Chamber of Commerce arbitration. The determination of an arbitrator shall be final and binding upon the Parties to the extent permissible by the applicable law. Such arbitration shall be conducted in Latvian Chamber of Commerce arbitration, in accordance with its arbitration rules. The place of arbitration shall be Riga, Latvia. The language to be used in the arbitral proceedings shall be English.

For the avoidance of doubt, this clause shall not prevent either Party from seeking injunctive relief in the case of any breach or threatened breach by the other of any obligation of confidentiality or any infringement by the other of the first-named Party's intellectual property rights.

Any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Latvia.

23 Notices

Any notices given by one Party to the other shall come into effect from the moment of delivery when delivered in person, and after 2 (two) Days when sent by registered express mail. Any urgent notice delivered by Email shall be considered valid. The sender of such a notice shall deliver the original document to the other Party within 2 (two) Days, otherwise the email delivery will be considered having no effect and its sender shall indemnify the other Party for damages arising from the execution of such a void document.

24 Other terms

All appendices referred to in this Agreement are its integral parts.

This document and the accompanying appendices constitute the entire Agreement between the Parties concerning the subject matter of this Agreement, and shall supersede any prior communications, whether written or verbal, if those are in conflict with the Agreement. Any amendments and addenda to this Agreement shall be valid if made in writing and signed by authorized representatives of both Parties.

In the event of any conflict or inconsistency between the provisions contained in the body of this Agreement and the provisions of any appendix, this Agreement shall take precedence.

Neither Party shall be entitled to assign any right or obligation hereunder to a third party without a written consent of the other Party unless otherwise provided herein. The captions in this Agreement are for convenience only and shall have no juridical effect. The present Agreement is prepared in English, in two copies – one copy for each Party, both copies having equal juridical force.

25 Copies and signatures

Date:

Customer **xxxxxxx**

Customer`s authorized representative

xxxxxx xxxxxx

Tieto Latvia

Gustava Zemgala gatve 76, Riga, LV-1039, Latvia

Danske Bank Plc

Corporate Identity number: 1730744-7

Address: Hiililaiturinkuja 2, P.O.Box 1561, FI-00075 Danske Bank, Finland

**IPS Software License, Implementation and Maintenance
Agreement**

TietoEVERY, Financial Services, Payment Solutions

draft v1
Confidential
202x-xx-xx

BIC: DABAFIHH
IBAN: FI3180132710016803

Valdis Janovs

Member of the Board

Evita Ozola

Member of the Board

Appendix A: Solution Specification

During the analysis period according to the Appendix B Supplier will develop and Parties will mutually accept detailed Solution Description document, which will form basis for final list of deliveries and will be basis for Acceptance Testing. Definition of Terms to be appended as a separate appendix during pre-study and in technical documentations.

1 Abbreviations

<To be agreed>

2 TietoEVERY IPS Solution Overview

<To be agreed>

Appendix B: Software Delivery, Installation and Acceptance

1 General Provisions

1.1 Time and Point of Delivery

Supplier undertakes to deliver the Software in accordance with the Project Plan at the Customer's site: **xxxxxx**

1.2 Pre-Study

The Customer will produce for each project a list of requirements of its commercial needs, and hardware, system environment and third party's software used by the Customer to the acceptance of which will be confirmed by the Supplier on the basis of the list of requirements and information collected during a Pre-Study while the Supplier will produce a Solution Specification with analysis of feasibility of meeting those requirements as well as functional specifications with technical details including customizations. The Parties will then agree on the final wording of the Solution Specification.

The Solution Specification consists of the Solution Description which will be delivered to the Customer depending upon the Customer's requirements and Software possibilities, fit analysis defining gaps between the Customers requirements and existing Software possibilities, Third Party Hardware and Software requirements, and interface specifications. The Solution Specification can be agreed to iteratively.

The Customer shall be responsible for the correctness of the information provided by the Customer for performing the Pre-study.

The Customer will co-operate with the Supplier and fulfil the tasks in timely manner that are the Customers responsibility.

The Supplier shall not be obliged to fulfil any of the Customer's demands concerning such details which have not been agreed upon in the Agreement and which the skillful Supplier, based on the general practice within its business, could not have taken into consideration when defining Solution Specification.

1.3 Project Plan

After the Pre-study, the Supplier shall submit to the Customer a detailed Project Plan which shall be binding to both Parties and attached to the present Agreement as a separate appendix.

2 Project Co-ordination

2.1 Implementation Project Owners

Each Party shall assign their Project Owner who shall be responsible for the overall supervision of the project. Project Owner shall be authorized to represent their own Party and sign acceptance reports. Parties shall provide each other with the name, position and contact information of Project Owner within 10 (ten) Days from the Agreement Commencement Date.

2.2 Implementation Project Managers

Each Party shall assign their Project Manager. Project Managers shall be authorized to handle the mutual and internal co-ordination of all matters concerning the project and shall be responsible thereof. Parties shall provide each other with the name, position and contact information of Project Manager within 10 (ten) Days from the Agreement Commencement Date.

2.3 Project Steering Committee

Parties have agreed to establish a steering committee for managing the project (Committee). Each Party shall be represented by at least 2 (two) members in the Committee. Within 10 (ten) Days from the Agreement Commencement Date, the Parties shall notify each other names, positions and contact information of the Committee members.

The Committee shall decide on such matters as the progress of project implementation, objectives, deadlines, conditions and control, changes in project costs, changes in the delivery term exceeding 1 (one) month from agreed Project Plan.

The Committee shall hold sessions at least once a quarter unless the Parties agree otherwise. Parties shall agree as to the venue and time for each session at least 10 (ten) Days in advance. Sessions may also be held over the telephone, videoconference, or by other means. Parties may invite advisors from outside and their own experts to participate in sessions.

All sessions held by the Committee and any of its independent decisions that in a way concern the terms of this Agreement (appendices inclusive) shall be duly recorded in minutes, coordinated, and signed by the representatives designated by Owners. Otherwise, such decisions will not be binding to the Parties. Before the sessions Parties shall elect chairman and secretary.

At least once a quarter, Project Managers shall submit a report to the Committee on the progress and problems of the project. The Committee shall review the reports and decide on further steps.

2.4 Project Communication Matrix

Parties have to agree on Project Communication Matrix to establish escalation levels.

2.5 Notification obligation

If such flaws or errors are detected by either Party in the orders or instructions issued by the other Party that may jeopardise the timely execution of the Agreement, the Party shall immediately notify the other Party thereof in writing.

If a Party fails to fulfil the obligation to co-operate and the other Party is thereby prevented from fulfilling its obligations hereunder, the affected Party shall immediately notify the failing Party thereof in writing.

2.6 Additions and alterations to the Software

The Customer may require and the Supplier may recommend changes and additions to the Software during delivery phase. The change and addition requirement recommendations shall be presented in writing. Supplier charges for the change offer preparation work in accordance with the agreed man-day rates specified in Appendix C.

The Change Request shall contain the following details:

- | | |
|---|---|
| 1 | Description of additional work or alterations. |
| 2 | Estimated amount of work and changes to the Software |
| 3 | The estimated effect to the Project Plan, costs and terms of payment. |
| 4 | Required additional acceptance criteria. |

The Change Request shall be made as soon as it is reasonably possible.

The changes and additions shall be agreed upon together. The Project shall not be interrupted despite the commenced negotiations on the changes and additions unless required by Customer. The Supplier shall accept or reject the change or addition presented in the offer within the term indicated thereof.

2.7 Third Party Hardware and Software

Minimum requirements for the Third Party Hardware and Software are specified in Solution Specification, if it is not otherwise agreed by the Parties.

Third Party Hardware and Software that may be included in the Project or are related to it and their versions are specified in the Agreement or its appendices. If versions have not been mentioned, the Project includes versions selected in the beginning of the Project if technical reasons, such as operating system updates, do not require other solutions. Possible version changes and their effects to the contents, price and delivery time of the Project caused by them are separately agreed upon. The Customer pays the costs caused by the version changes.

The Customer shall indicate the premises for installation and prepare them to meet the requirements of the hardware manufacturer, and ensure that the conditions are appropriate for installation and prepared in good time before starting the installation. The Customer shall also take care of required electric, air conditioning and data communications installations so that possible delay of them does not delay the Project.

In the Third Party Hardware and Software deliveries, the manufacturer's or importer's delivery and license terms and conditions and installation, hand-over and acceptance procedures are followed. The Customer concludes agreements that are acceptable to the Supplier for the Third Party Hardware and Software maintenance to be in force during the entire term of the Agreement. Such maintenance agreements shall include, but are not limited to, software update license & support. Customer authorizes Supplier's personnel to use such Maintenance Services for the purpose of fulfilment this Agreement.

Supplier shall not be liable for or shall not guarantee any Third Party Hardware or Software services applied in or with the Software, unless otherwise provided for in the Agreement or appendices hereto. The responsibility for these services lies with manufacturers, distributors or importers. The Supplier shall not be liable for errors, defects, or shortcomings with regard to Third Party Hardware or Software or services.

2.8 Hardware and Software supply

Since the delivery time for the Third Party Hardware and Software possibly included in the delivery and supplied by a third party, does not depend on the Supplier but on the manufacturer, importer or distributor of the same, the Supplier shall not accept any liability for the possible delay of the said items.

If the Supplier, despite the Customer's delay, is obliged to pay Third Party Hardware and Software or other performance acquired for the delivery at agreed time, the Supplier is entitled to charge it from the Customer.

3 Acceptance Procedure

During the Acceptance Period set in the Project Plan (but not later than within 30 (thirty) Days from the Software Installation Date, unless the Parties agree otherwise), the Customer shall be obliged to carry out Acceptance Tests and assess whether Software or its parts comply with the Solution Specification.

Software is delivered and installed on “as is” basis and the Supplier shall not ensure any compliance of Software configuration with business models of the Customer or its clients, unless the Parties agree otherwise.

Before the approval of Project Plan, the Parties shall agree about the Acceptance Test Plan and criteria based on the project and prepared by the Customer. The Customer shall carry out Acceptance Tests on its own unless the Parties agree otherwise.

The Parties agree that the Software can be tested and accepted in parts.

The Customer shall submit to the Supplier a written report of Acceptance Tests not later than within 10 (ten) Days upon the completion of Acceptance Tests.

Acceptance Tests shall be deemed successfully completed on the earlier date of the following dates:

- Date when the Customer confirms in writing that Acceptance Tests have been successful and the Software is running in line with the Solution Specification;
- Date when the Customer has successfully completed all tests under the Acceptance Test scenario, and
 - no Defects are found in the Software, or
 - the Supplier has eliminated all Defects found in the Software, or
 - the Defects found are not critical and they do not hinder the starting of commercial operation.
- Date following 60 (sixty) Days after the Installation date unless the Customer has notified the Supplier in writing of Software Defects that hindered the passing of Acceptance Tests;
- Date when the Supplier receives from the Customer a written confirmation stating that the Customer has accepted the Software on condition that Software Defects found in the course of Acceptance Tests upon Suppliers discretion will be eliminated within 3 (three) calendar months counting from the Acceptance Date or delivered together new Software Version;

- Date following the closing date of Acceptance Period specified in the Project Plan, if the Customer, as a result of its activity or inactivity, failed or was unwilling to carry out the Acceptance Tests or deliberately delayed those.

Minor Defects that do not affect or/and hinder the Software functioning may not serve as the grounds to delay or suspend the Acceptance Tests or qualify those as failed.

Should the Acceptance Tests fail because of a Software Defect, the Customer shall report the Defect to the Supplier in accordance to Communication Matrix agreed within particular Project, and the Supplier shall endeavor to remedy the Defect(s) in the shortest possible time and hand over to the Customer the corrected part of the Software separately or, as may be required, jointly with other components, for repeated Acceptance Tests.

Appendix C: Prices and Terms of Payment

4 License and Implementation fees

4.1 Software Products, License Fees, Limitations

TietoEVERY solution for Instant Payments, delivered in accordance with the Solution Specification according to the Appendix A:

Cost Summary	License limitations	Software License Fee (EUR/USD), without taxes
TietoEVERY Instant Payments Solution	According to solution described in Appendix A	
TOTAL for licenses:		

No customized interfaces or integrations with 3rd parties, and no Customizations are included in the list of Licenses of this section.

4.2 Implementation Professional Services fees:

Positions	Implementation Costs (EUR/USD), without taxes
Implementation cost for solution, listed in Appendix A	

5 Annual License Fee

5.1 Annual License Fee

For Software modules referred to in Appendix A herein, the Customer shall pay to the Supplier the Annual License Fee of **xxxx.xx** per calendar quarter for **xx** calendar years after the go-live of the system in Production.

The following Annual License Fees will apply, based on number of processed transactions per month (Licensed volumes):

Up to trx/month	quarterly payment, EUR/USD	annual payment, EUR/USD

Transaction means any message going through the TietoEVERY IPS system.

For Additional Licenses and Customizations herein and accepted by the Customer, the latter shall pay to the Supplier Annual License Fee, on a quarterly basis in amount of 20% (twenty percent) from the Optional Product Fee.

The Customer shall have the right to receive Software Maintenance Services referred to in Appendix D only if having paid the Annual License Fee.

5.2 Terms of Payment

A calendar quarter shall mean a three-month period commencing every year on January 1, April 1, July 1, and October 1.

The Annual License Fee for the first calendar quarter shall be paid within 30 (thirty) Days from the Software Installation Date, on the amount pro rata to the number of full months remaining in that calendar quarter.

The Annual License Fee for each subsequent calendar quarter shall be paid within 30 (thirty) Days from the calendar quarter commencement date.

6 Terms of Payment

Implementation fees are to be paid according to the table below:

Percentage from Implementation Fee	Amount Payable, EUR/USD	Milestone Description	Payment Terms for Payment
<To be agreed>		Contract Signed;	Within 30 (thirty) Days from the Agreement Commencement Date and receipt of a relevant invoice from the Supplier.
<To be agreed>		Delivery Installation on Test Environment;	Within 30 (thirty) Days from the Milestone completion Date and receipt of a relevant invoice from the Supplier
<To be agreed>		UAT – User Acceptance Testing Signoff of the Full Solution completed, or 30 Days after UAT Delivery Signoff Whichever comes first;	Within 30 (thirty) Days from the Milestone completion Date or receipt of a relevant invoice from the Supplier
<To be agreed>		Go-live or 3 calendar months after the Delivery Installation on Test Environment Whichever comes first.	Within 30 (thirty) Days from the Milestone completion Date or receipt of a relevant invoice from the Supplier
Post Go-live – Maintenance Phase			
100%		First Quarter of Annual License Fee after Solution Acceptance Certificate Signed off.	Within 30 (thirty) Days from the Solution Acceptance Certificate Signed off or receipt of a relevant invoice from the Supplier
Annual License fee payments are to be concluded according to the terms of point 5 of this Agreement			

Exact number of phases to be agreed during the Planning and Clarification phase (pre-study), therefore changes in the payment schedule to be foreseen and can be agreed separately.

7 Additional Service Fees

For any additional services (including, but not limited to, installation, testing, certification, migration, project management, software supplements, consultations, training, etc.) not included in current scope of the project or maintenance services performed by Supplier's specialists on Working Days from 9 am to 5 pm (EET), the Customer shall pay to the Supplier EUR 860 (eight hundred sixty) or equivalent amount in other currency plus VAT per Day per person. For working at any other time, including official holidays of the Republic of Latvia, the rate will be twice as much.

8 Travel and Accommodation Costs

During the Project scope defined in Appendix A) Implementation up to X travels (max 2 Supplier's specialists in each travel or X travels where 1 Supplier's specialist is involved) are included in the Project Implementation fee. Should global travel restrictions persist, Supplier shall have a mitigation plan for remote delivery in place and the expected number of travels will be done at a later date to be agreed, limited to the implementation of the first project, described in this Agreements Appendix A.

- 1 For any additional travel requested or required to deliver the services, including, but not limited to new functionality, consulting or Change Requests, or other, the Customer will cover all approved travel and accommodation expenses for Supplier's specialists as follows: Travel expenses Riga – Customer site – Riga, economy class tickets;
- 2 Accommodation in the Customer site, but not more than EUR/USD xxx.xx (amount in word) per every Supplier's specialist Day, minimum 4 stars, Bed and Breakfast;
- 3 Per-diem (daily allowance) of xxx.xx EUR/USD amount in word per each Day, when Supplier's specialist is travelling or living on Customer site;
- 4 Visas and other permissions (airport taxes, transfers) to enter and operate at the Customer's site.

Appendix D: Maintenance Services

1 Contact persons

In conformance with the terms and conditions of this Agreement, the Customer shall ensure that Customer's contact person is familiar with the functionality of the Software and, possesses the professional skills and experience required to co-operate with the Supplier's personnel. The Supplier shall have the right to change its contact person upon written notice to the Customer:

Supplier's contact person: Inese Zelca, Head of Continues Services Unit

Customer's contact person: xxx xxxxxx

Assigned contact persons are authorized as follows: (a) send inquiries and handle payment related matters; (b) assign or change inquiry class; (c) approve the commencement of change request execution and acceptance thereof; (d) bring claims in terms of change request classification by its contents; (e) handle claims through negotiations between the Parties or assign a third-party expert for settlement.

2 General obligations of the Customer

In order to enable the Supplier to properly perform the Maintenance Services, the Customer shall ensure: (a) Software has been installed and operated in compliance with all Supplier's instructions; (b) the Customer has installed and operated latest Software Version delivered by Supplier; (c) the Customer has notified the Supplier of any Defects in writing in accordance with Suppliers instructions, within 10 (ten) Working Days after the Defect detection; (d) the Customer has properly maintained the Third Party Hardware and standard software that interact with the Software; (e) The Customer has installed no software or computer hardware other than specified in Appendix A and which might effect Software operation; (f) The Customer has made no changes to the Software Source Code nor has permitted any changes to be made by its employees or third parties.

3 Required Competences of Customer specialists

On or before the Acceptance Date the Customer ensures that it has at least 2 specialists, who are trained and certified by the Supplier.
During the following period, the minimum number of specialists must be maintained at all times.

The Customer shall have regular certifications every 24 months, the first of which shall take place no later than after 6 months since Acceptance Date that the Customer must obtain from the supplier.

The Supplier performs additional certification of specialists upon the Customer's request to the indicated ones. Any specialist in any (initial, additional, repeated, etc.) certification shall qualify as a certified specialist if that person has achieved test result higher than 80%.

Training and certification is organized remotely, or in Suppliers premises in Riga, Latvia. If a training in Customer premises is required, travel expenses for Suppliers specialists are to be covered by the Customer.

Training is a subject to an additional charge according to then actual price list or by mutual agreement of Parties.

4 Scope of Maintenance Services

4.1 Service period

The Supplier shall perform Maintenance Services from Monday to Friday between 9 am through 5 pm (EET) excluding public holidays.

Only telephone support is available beyond the normal service period.

4.2 Services covered by the Annual License Fee

4.2.1 Telephone support

The Supplier shall provide the Customer with advice via telephone in connection with:

- the operational use by the Customer of the Software, suspected errors or malfunctions of the Software; and
- questions regarding workarounds for such identified errors or malfunctions where possible.

The Customer shall ensure that only the contact person specified herein contacts utilizes the telephone support services.

4.2.2 Remote support

If agreed in writing, that the Maintenance Service will be wholly or partly performed as remote support, the Customer shall at its own expense procure and maintain data communications connection necessary for the remote support in accordance with the Supplier's instructions. The Customer shall, at its own costs, be responsible for having the equipment, software and data security required for the remote support connection.

4.2.3 Software Versions

The Supplier shall provide the Customer with new Software Versions when such are made generally available according to Supplier's internal standards.

New Software Versions shall be delivered to the Customer in electronic form, by means of electronic data transmission methods (electronic mail, or copying with FTP protocol, etc.) or physical carriers (mail, courier, in person).

Together with Software Versions, respective Documentation thereof shall be delivered to the Customer. The responsibility as to making amendments to the Customer's internal instructions rests with the Customer.

The Customer shall install, prepare test scenarios and test new Software Versions delivered by the Supplier. If Suppliers assistance is requested by Customer then Supplier will invoice Customer according to normal man-day rates as specified in Appendix C.

There might be a case when during the delivery of Software Versions the Customer desires the Supplier's assistance in installing the new Software Version. In such cases, the Supplier will invoice the Customer according to the man-day rates as specified in the Supplier's then-current price-list.

Before the operational use of Software Version, it is mandatory that the Customer prepare a testing environment and test data and then run the Version in test mode having consulted with the Supplier as may be required by the task.

Decision to run the Software Version in operational use is the sole responsibility of Customer and Supplier is not liable for any damages incurred by the Supplier due to usage of the Software Version in operational use, however Supplier is responsible to eliminate Software Errors and Defects in terms of the present Agreement.

4.2.4 Withdrawal of Software Versions

The Supplier shall develop new Software Versions in compliance with (i) its Version development plans, and (ii) changes in the Third Party Hardware and Software.

The Customer undertakes to replace its Software Version with the latest one supplied.

The Supplier will support the latest Software Version supplied to the Customer.

4.2.5 Software Correction services

The Software shall be deemed to be defective only if a Defect has occurred.

In the event of a Defect the Customer shall notify the Supplier in writing (as soon as reasonably practicable, but not later than within 10 (ten) Days), and upon request, demonstrate how the problem occurred. Customer's notice shall include at least the following information:

- description of the Defect and its class;
- all copies of error notices; and
- other information necessary in order to correct the Defect.

Prior to contacting the Supplier and/or commencement of the Supplier's software correction services, the Customer shall perform all problem diagnostic activities and routines requested by the Supplier in accordance with the instructions of the Supplier that the Supplier deems necessary in order to correct and locate errors.

The Customer shall:

- reproduce the identified error or malfunction in the Software if necessary;
- perform and provide the Supplier with a "memory dump" and such additional data as the Supplier requests in machine readable or interpreted form deemed necessary or desirable by the Supplier in order to reproduce the environment in which such Software operated.

Upon Supplier's request, the contact person of the Customer shall be available during the performance of the software correction services.

All Software error and Defect correction shall be primarily performed from the Supplier's facilities and by telephone or remote support. In the event that the Parties are unable to correct or resolve the error or defect by telephone support, the Supplier shall use its reasonable efforts to correct errors in Software without delay according to following inquiry classes:

Class A, support request type: Incident.

Upon the receipt of an inquiry, the Supplier shall immediately review the inquiry and take action with all available resources, with no holidays, at any time of day to prevent or minimise eventual financial risk to the Customer. In such event the Supplier shall provide the Customer with a workaround solution within 4 (four) hours for Incidents related to authorization inquiries and twelve (12) hours for other Incidents, and within 10 (ten) Working Days inform the Supplier when a permanent solution will be delivered.

Impact: System or service unavailability. An incident is an unplanned interruption to service or reduction in the quality of service. The Supplier concentrates on restoring unexpectedly degraded or disrupted services as quickly as possible, in order to minimize the business impact of the incident.

Description of impact:

- Critical production issues severely impacting process of payment operations.
- All or most (> 20%) financial operations are not processed correctly in production.
- Participant portal, including sign-in page not available for the participant at least 5 (five) minutes.
- No no immediate solution is available.

Customer Responsibilities:

- Commit appropriate resources to be available (24x7) to provide additional info and support as required.
- Immediately apply any recommendations required to enable restoration of the Service.
- Identify escalation path and contacts required for any immediate communication(s) or decision-making.

Class B, support request type: Incident.

Upon the receipt of an inquiry, the Supplier shall immediately review the inquiry and take action with all available resources, during official working hours, to prevent or minimise eventual financial risk to the Customer. In such event the Supplier shall provide the Customer with a workaround solution within 3 (three) Days and within 20 (twenty) Working Days provide information when permanent solution will be delivered.

Impact: Major functions are not working. An issue that has significant participant impact, but processing of payment operations are unaffected.

Description of impact:

- The financial operation can continue in a restricted manner and such issue does not cause the Customer's business operations to be severely disrupted
- Incidents cause a risk that continuation of using the PS Solution (or parts of it) is not justified (e.g. financial, legal, other rules/instructions) on production
- A temporary workaround is available.

Customer Responsibilities:

- Commit appropriate resources to be available to provide additional info and support if needed.

Class C, support request type: Incident/Consultations.

Within 5 (five) Working Days following the receipt of an inquiry the Supplier shall answer on the inquiry and provide date when an agreeable permanent solution will be delivered if such is possible.

Impact: Major functions are not working or Cosmetic problem or consultation. An issue that affects non-critical product functionality, but payment processing in the production environment is unaffected.

Description of impact:

- The problem of a cosmetic character
- A Problem in not often used functionality.
- A workaround is available.

Customer Responsibilities:

- Monitor and respond as necessary to resolve the issue

The Customer shall submit inquiries in writing to the Supplier, including the class of the inquiry as specified above, to e-mail address and in the form as indicated in the inquiry form as attached hereto. The Supplier will without undue delay confirm receipt of the inquiry and inform the Customer of the inquiry assigned number and responsible person if the inquiry is made within Working Day. The confirmation will be sent to the inquirers e-mail indicated by the Customer on the inquiry.

For Class A inquiry made outside of Working Day, the Customer will call Supplier's support service desk and follow by standard written inquiry at the start of the next Working Day.

Class A and Class B inquiries may be requested only by Customer's personal that was duly trained by Supplier and was certified to perform administration of corresponding Software part and is authorized by the Customer's contact person to handle the Class A inquiries.

If the class is not indicated, the Supplier will handle such an inquiry under Class C.

In case through an escalation process between the Parties the inquiry is later identified as an inquiry of less priority, then the Supplier shall be entitled for compensation of the extra costs for attending the inquiry at the level originally required by the Customer.

5 Changes in third party vendor software and hardware

The Customer is responsible for monitoring if there are any changes in the third party vendor software or hardware or their specifications which have effect on the licensed Software functionality, e.g. interfaces to third party vendor software.

To meet such changes in the third party vendor software or hardware or their specifications Customer may request for changes in the Software by submitting to the Supplier Change Request.

6 Suspension of Maintenance Services

The Supplier shall have the right to suspend the Software Maintenance Services at 30 (thirty) Days' written notice to the Customer, provided that:

- the Customer uses the Software for purposes other than provided herein;
- the Customer has accessed or modified the source code or has permitted any changes being made therein by third parties;
- the Customer has failed to upgrade its Software Version with the latest one supplied;
- Annual License Fee is overdue by the Customer for more than 2 (two) months; and
- the Customer has failed to submit to the Supplier a report of actual volume of usage and license limits to the Software, for a time period more than 6 (six) months, or/and has exceeded the actual volume of usage or/and license limits without receiving a license from Supplier.

Appendix E: Change request

1 Purpose of the Appendix

This Appendix shall specify the principles, procedures and terms, which are applied to the Customer's requests to Supplier for changes or modification in Software and delivery of new Software changes (the "Change Request").

2 Contact persons

In conformance with the terms and conditions of this Appendix, the Customer shall ensure that Customer's contact person is dully trained and had obtained up to date Suppliers Business Training Centre certificate, is duly authorized and possesses the professional skills and experience required by the task. The Supplier shall have the right to change its contact person upon written notice to the Customer:

Supplier's contact person: Inese Zelca, Head of Continues Services Unit

Customer's contact person: xxx xxxxx

3 Procedure

Customer must submit all Change Requests in writing to the Supplier to the e-mail address and in the form as indicated in the Change Request form as attached hereto. The Supplier will without undue delay confirm receipt of the Change Request and inform the Customer of the Change Request assigned number and responsible person if the inquiry is made within Working Day. The confirmation will be sent to the inquirers e-mail indicated by the Customer in the inquiry.

If Change Requests is: (a) less complicated or (b) feasible within less than 30 (thirty) man-days or (c) for a total amount not exceeding EUR/USD xx xxx.xx (amount in word), then it must be reflected in a written document (**Change Request Form**) signed by both Parties contact persons as indicated above and shall include a detailed description of the specific change, along with any modified specifications and agreed completion date. Such signed document shall constitute a formal amendment to this Agreement, and shall become an integral part of this Agreement.

If Change Requests is: (a) complicate or (b) feasible within more than 30 (thirty) man-days or (c) for a total amount exceeding EUR/USD xx xxx.xx (amount in word), then it must be reflected in a separate Assignment Agreement which should be signed by authorized management of both Parties.

Supplier's specialists time spent on analysis of Change Request shall be invoiced to Customer in accordance with Supplier then-current price list. Before beginning work on a Change Request the Supplier's and Customer's contact persons should agree on the allowed volume of work to be performed. This shall be documented by e-mail. The Supplier has a right to refuse delivery of the Change Request.

Change Request shall have no effect on the rights and obligations of Customer or Supplier with respect to Software delivered or Services provided before the effective date of the Change Request.

4 Payment Terms

For all Change Requests following payment terms shall apply unless Parties have agreed otherwise:

50% within five (5) Working Days from Change Request signing date.

50% within five (5) Working Days from Change Request acceptance date.

Volume Data Report Form

IPS system volumes

Customer:

Representative of customer:

Date of completion:

Nr.	Parameters		Number
1.			
2.			
3.			
4.			
5.			
6.			
7.			

By submitting current volume report the Customer hereby ensures that the provided data is true and correct and will be used as the basis for invoice from the Supplier in case of excess of licensed volumes.

Change Request Form

Customer Requirement (filled by Customer)

INQUIRY No

Tieto Latvia SIA	Tel.	+371 6751 0000
	Fax	+371 6703 0001
	E-mail	support.lv@tietoevery.com
Customer Company name Submitted by First name, Surname Contact person First name, Surname	Tel.	
	Fax	
	E-mail	<u> </u>
DATE:		
SUBMITTED THROUGH: Fax <input type="checkbox"/> E-mail <input type="checkbox"/> Other		
INQUIRY TYPE: Change Request		
SYSTEM		
System, product, module, version:		
OS version:		
DBVS version:		
Oracle forms & reports version:		
Tuxedo version:		
System details:		
DESCRIPTION OF FUNCTIONALITY OR REQUIREMENTS TO THE SYSTEM:		
<ul style="list-style-type: none">• What is the real business not the technical requirement? (For example, the Bank does not want “add new field to table1”, but wants to have “M-Banking Subscription Flag” for interfacing with its Mobile Banking Software).• Brief description - how that new functionality will be used by client.• If some solution implementation details are offered – its description and reasons for recommending that solution. Optional		

Please sign the document and send to Tieto Latvia SIA via e-mail to appropriate contact person.

Appendix A (filled by Tieto Latvia)

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Changes in Standard Product

☐

Customization

CONTENT OF ANALYSIS

☐ **Attachments**

Execution date: [xx.xx.200x]

Valid until: [xx.xx.200x]

PAYMENT FOR ANALYSIS

Amount (EUR/USD), without VAT

Terms of payment:

Advance payment: [100%] EUR/USD – until
expiration of validity date

Advance payment for technical solution preparation will be
included as a part of the total payment for solution
development. We will not refund advance payment if the
solution is not ordered.

REPRESENTATIVE OF CUSTOMER: _____
(Signature, Name, Date)

REPRESENTATIVE OF SUPPLIER: _____
(Signature, Name, Date)

Please sign the document and send to Tieto Latvia SIA via e-mail to appropriate contact person.

Appendix B (filled by Tieto Lavia)

☐

Changes in Standard Product

☐

Customization - Module, that is not part of standard product

PROPOSED SOLUTION	
<input type="checkbox"/> Attachments	
Execution date: [xx.xx.20xx]	Assessment valid until: [xx.xx.20xx]

PAYMENT	
	Amount (EUR/USD), without VAT
Change request	
TOTAL	
Terms of payment:	Advance payment: [50%] EUR/USD - within 5 Working Days after signing this INQUIRY ASSESSMENT
	Final payment: [50%] EUR/USD – within 5 Working Days after signing the acceptance protocol or within 30 Days after delivery of the changes, whichever comes first.

CHANGE REQUEST ANNUAL LICENSE FEE:	
<input type="checkbox"/> Change Request Annual License Fee – % (according to the agreement) of the Change Request amount	The Change Request will be included in the product and will be tested when future versions of the software will be released. If software defects are detected by the Customer or by Supplier testers, Supplier will fix the Defect according to the Maintenance Services without additional costs to the Customer.
<input type="checkbox"/> Customization maintenance	The Change Request will not be included in the product. If due to Standard product version change it is necessary to introduce changes to the Customer Customization solution, such changes are implemented for additional fee.

Supplier reserve the right not to proceed to the execution of work if advance payment is not received in due time and also to extend the term for execution if the delay in payment has given rise to a lag behind the delivery schedule or to rescheduling of delivery.

The annual license shall be automatically added to the SOFTWARE annual maintenance and shall be paid as provided for by the Agreement.

Change Request shall be deemed completed once any of the following conditions are due:

- Acceptance Protocol is signed;
- The solution is installed in production environment;
- The Customer has not confirmed the quality of the delivered solution within 30 Working Days.

Services shall be in conformity with the system maintenance agreement signed between Tieto Latvia SIA and Customer. Service Provider will commence discharge of its work with regard to the present Inquiry Assessment only upon receipt of advance payment. The Parties shall inform each other of any changes to the present document. Customer is responsible for obtaining Oracle software licenses according to Oracle corporation licensing terms and conditions.

Customer is responsible for obtaining Oracle software support through duration of this Agreement according to the Oracle corporation licensing terms and conditions. Oracle support services must include Software Update License & Support. Customer authorizes Supplier's personnel to use Oracle support for this Agreement fulfilment.

REPRESENTATIVE of Tieto Latvia SIA: [Name, date] _____

This is to certify that Customer agrees to the proposed service, date of execution and costs, and guarantees payment as per the SIA Tieto Latvia invoice upon the execution of services.

The Customer agrees that any modifications to the software made as a result of the execution of the present Inquiry are the property of Tieto Latvia SIA and that the Customer is only licensed to use the same, while Tieto Latvia SIA has the right to distribute these to other users of the system without any limitations.

In witness whereof, REPRESENTATIVE OF CUSTOMER: _____
(Signature, Name, Date)

Please sign the document and send to Tieto Latvia SIA via e-mail to appropriate contact person.

Project Contact persons and escalation levels

Contact persons for Project organization and Project Implementation, incl. Change Requests & Payments during Project Implementation

Escalation Level	Time period for escalation	Customer's Contact Person	Tieto Latvia Contact Person
0			Project Manager
1	2 Working Days	Jana Jansone	Implementation and Consulting Unit Manager
2	4 Working Days	Valdis Janovs	Head of Instant, Retail Payments and Cards

Contact persons for Change Requests management during Maintenance phase

Escalation Level	Time period for escalation	Customer's Contact Person	Tieto Latvia Contact Person
0			Team Manager within Continues Services Unit
1	2 Working Days	Inese Zelča	Continues Services Unit Manager
2	4 Working Days	Valdis Janovs	Head of Instant, Retail Payments and Cards

Contact persons for A class inquiries handling

Escalation Level	Time period for escalation	Customer's Contact Person	Tieto Latvia Contact Person
0			Customer Support Service, 24x 7
1	6 hours		Customer Support Group Manager within Continues Services Unit
2	10 hours	Inese Zelča	Continues Services Unit Manager
3	12 hours	Valdis Janovs	Head of Instant, Retail Payments and Cards

Contact persons for invoicing and payment related issue during maintenance

Escalation Level	Time period for escalation	Customer's Contact Person	Tieto Latvia Contact Person
0			Project Manager / Account Manager / Continues Services Manager
1	2 Working Days	Jana Jansone / Inese Zelča	Implementation and Consulting Unit Manager / Continues Services Unit Manager
2	4 Working Days	Valdis Janovs	Head of Instant, Retail Payments and Cards

Contact persons for remedy notices

Escalation Level	Time period for escalation	Customer's Contact Person	Tieto Latvia Contact Person
0			Project Manager / Account Manager
1	2 Working Days	Jana Jansone	Implementation and Consulting Unit Manager
2	4 Working Days	Valdis Janovs	Head of Instant, Retail Payments and Cards

Contact persons for termination notices

Escalation Level	Time period for escalation	Customer's Contact Person	Tieto Latvia Contact Person
0			Account Manager
1	2 Working Days	Valdis Janovs	Head of Instant, Retail Payments and Cards