

Framework Agreement No. 4-7/23/0117/0091-1

Tarbijakaitse ja Tehnilise Järelevalve Amet (*Consumer Protection and Technical Regulatory Authority*) (hereinafter referred to as “**Contracting authority**” and/or „CPTRA“), represented by the director general Kristi Talving under the statute,

and

LS telcom AG (hereinafter referred to as the „**Contractor**“ and/or „LS telcom“), represented by Dr. Georg Schoene (CEO) and Daniel Nowok (Head of Business Field SQI),

referred to jointly and separately as “**Party**” and/or “**Parties**”,

considering that:

- the CPTRA held a negotiated procurement procedure without prior publication procurement “To update and upgrade the radio frequency planning software used by Consumer Protection and Technical Regulatory Authority of the Republic of Estonia” (hereinafter referred to as „**Procurement**“);
- LS Telcom’s tender has been declared successful in the Procurement procedure by CPTRA’s 13.12.2023 decision no 1-2/23-067,

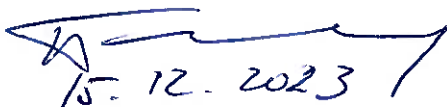
concluded this framework agreement (hereinafter referred to as “**Agreement**”) as follows:

1. Documents

- 1.1. The Agreement documents shall consist of the main text of this Agreement and its annexes and amendments to be agreed upon after the signature of this Agreement. The documents have a mutually explanatory character. Where inconsistencies or differing interpretations exist in the documents, the priority of the documents shall be as follows in descending order:
 - 1.1.1. Agreement text;
 - 1.1.2. Annex 1 - CPTRA’s 23.11.2023 invitation to tender;
 - 1.1.3. Annex 2 - tender No. EE_ETSA_1223_0945789A submitted by LS Telcom on 07.12.2023;
 - 1.1.4. Annex 3 - list of public holidays.

2. Object and purpose of the Agreement

- 2.1. The object of the Agreement is the provision of updates and upgrades to the radio frequency planning software services to the Contracting Authority as defined in Annex 1.
- 2.2. On the basis of this Agreement, the Contractor shall provide the Contracting Authority with services defined in the Technical Description of Annex 1 in accordance with details of Annex 2 (hereinafter jointly referred to as „**Services**“).
- 2.3. This Agreement is a framework agreement within the meaning of the Public Procurement Act. This Agreement establishes the terms and conditions under which procurement contracts are awarded during the term of validity of this Agreement in accordance with the procedure laid down in this Agreement.


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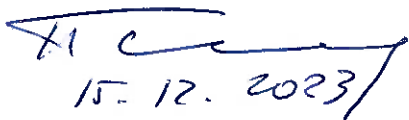
- 2.4. If the terms and conditions of the procurement contracts awarded on the basis of this Agreement differ from those provided for in this Agreement, the terms and conditions of the procurement contract must be more favorable to the Contracting Authority than the terms and conditions provided for in this Agreement.

3. Procedure for awarding a procurement contract on the basis of this Agreement

- 3.1. The Contracting Authority shall submit to the Contractor, by e-mail, a description of the requested services and works and the conditions with which the requested services and works must comply, as well as the term for the final performance and/or completion of the services and works (hereinafter „**Description of Works**“).
- 3.2. The Contractor shall prepare and submit a tender (hereinafter „**Tender**“) to the Contracting Authority by e-mail within ten (10) working days as of the submission of the Description of Works. The Contracting Authority may give the Contractor a longer date of submission for the Tender if deemed necessary and this shall be indicated in the Description of Works.
- 3.3. Tenders submitted after the deadline according to article 3.2 of this Agreement shall not be taken into account.
- 3.4. The Tender must meet all the conditions required in the Description of Works and contain all the information required in the Description of Works.
- 3.5. The price of the Tender shall be based on the pricing set out in Annex 2.
- 3.6. The price submitted in the Tender is final and must include all the expenses necessary for the performance of the Tender. LS Telcom is entitled to - annually at the end of the year - adjust the Charges pro-portionally to changes in the German Consumer Price Index (VPI).
- 3.7. Within 5 working days as of the submission of the Tender, the Contracting Authority shall review the Tender, ascertain the conformity of the Tender with the Description of Works, as well as the terms and conditions of the Agreement and decide whether to award the procurement contract.
- 3.8. The Contracting Authority shall notify the Contractor of the decision by e-mail. If the Contracting Authority decides to accept the Tender, a written procurement contract shall be concluded between the Parties. The Description of Works and Tender shall form an integral part of the procurement contract.

4. Performance of the procurement contract

- 4.1. Upon performance of the procurement contract, the terms as well as due dates prescribed in the Description of Works and the Tender shall be followed.
- 4.2. The Contractor is responsible for compliance with the good business practices and legislation in connection with works and/or services (hereinafter „**Works**“) provided to the Contracting Authority. In case the performance of the procurement contract requires licenses etc., the Contractor is obliged to secure such licenses beforehand without any additional costs to the Contracting Authority.
- 4.3. The Contractor shall perform his contractual obligations in accordance with the terms and conditions set out in the Agreement and the procurement contract, the requirements, standards and norms applied in the best practice.
- 4.4. In the course of fulfilling the procurement contract, the Contracting Authority has the right to verify the quality, volume and adherence to the terms and conditions of the Agreement and the procurement contract.
- 4.5. Upon discovery of non-quality work or works which do not conform to the aforementioned, the Contracting Authority shall inform the Contractor in a format which can be reproduced in writing and the Contractor shall promptly eliminate the non-conformities without any additional charge to the Contracting Authority.


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- 4.6. The Contractor has the obligation to immediately inform the Contracting Authority of any problems which interfere or may interfere with the performance of the Works specified in the Agreement and the procurement contract.
- 4.7. The Contractor is responsible for the purposeful involvement of the Contracting Authority in the process of performing the Works in order to avoid deficiencies in the works, deviation from the schedule and other negative consequences.

5. Transfer of Works


- 5.1. The Works performed by the Contractor shall be delivered to the Contracting Authority or performed in accordance with the terms and conditions agreed in this Agreement and the procurement contract.
- 5.2. The Contractor shall prepare an instrument of delivery and receipt for the transfer of related Works and results, if applicable, in which the Contractor shall set out a description of the Works to be transferred and the activities carried out (hereinafter referred to as „Act“).
- 5.3. The Contracting Authority is required to verify the Act referred to in article 5.2 as soon as possible.
- 5.4. Acceptance of the Act shall occur according to article 9 of End User License Agreement of Annex 2 (hereinafter referred to as “EULA”).
- 5.5. The Act signed by the Parties is the basis for submission of an invoice by the Contractor to the Contracting Authority, unless otherwise agreed upon in the procurement contract.

6. Payment procedure

- 6.1. The Contracting Authority undertakes to pay the Contractor for the Works ordered according to the Agreement, the procurement contract and the invoice after the signing of the Act referred to in article 5 of this Agreement.
- 6.2. The term for payment for the Works indicated on the invoice prepared on the basis of the procurement contract can be no less than 21 calendar days as of the submission of the invoice. The invoice must be submitted to ttja@arved.ee and cc to info@ttja.ee in a machine processable form in a PDF format.
- 6.3. The invoice is deemed to have been received from the date on which the invoice is registered in the CPTRA's system.
- 6.4. The name of the contact person and procurement contract number, as well as the period of Works performed shall be indicated on the invoice.
- 6.5. In case of delay in payment of the amount prescribed on the invoice, interest shall be charged at 0,15% for each day of delay in payment in regards the amount unpaid.

7. Contact persons and procedure for exchanging information

- 7.1. The contact person for the Contracting Authority for the performance of the contract is Endrik Kriisa, telephone +372 667 2131, e-mail address endrik.kriisa@ttja.ee.
- 7.2. The contact person for the Contractor for the performance of the contract is Frank Wandres, telephone +49 72227 9535 600, e-mail address fwandres@LStelcom.com.
- 7.3. The representatives of the Parties specified in articles 7.1-7.2 have the right to submit reciprocal enquiries, to forward the necessary information and documentation related to performance of the Agreement and/or procurement contract, to check the progress and schedule of performance of the aforementioned, to ask for instructions, to receive summaries and other written documents prepared in the course of performance of the Agreement and/or procurement contract, and to perform other acts not provided for in the Agreement and/or procurement contract which are necessary for achieving the objective of the Agreement and/or procurement contract.


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- 7.4. The contact persons of the Parties specified in articles 7.1-7.2 shall not have the right to amend the Agreement or procurement contract unless the Party has issued a separate power of attorney to the contact person.
- 7.5. A Party undertakes to inform the other Party of any circumstances which may affect or impede the performance of the obligations or the exercise of rights provided for in the Agreement and/or procurement contract.
- 7.6. All notices/statements with legal consequences for the Party and/or Parties shall be submitted to the other Party by e-mail, signed by the Party's legal representative.
- 7.7. Messages with informative content are allowed to be transmitted by telephone or e-mail.
- 7.8. A notice of a Party shall be deemed by the other Party to be received:
 - 7.8.1. on the same day if the notification is sent by electronic means to the contact person's e-mail address on the working day before 16.00 (local time for the receiving Party);
 - 7.8.2. the following working day, if the notice is sent electronically to the contact person's e-mail address on the working day after 16.00 (local time for the receiving Party)
 - 7.8.3. on the date of receipt of receiving a registered letter;
 - 7.8.4. 7 calendar days after posting a standard letter.

8. Confidentiality and personal data

- 8.1. The Parties are required not to disclose confidential information concerning each other during the term of the Agreement and for an indefinite period after the expiry of the Agreement. Confidential information means any information given to each other, including business secrets, intellectual property, personal data which is not generally available to third parties, as well as information which they have received from third parties if the Party knows or should know that the information is confidential. In the event of doubt, the confidentiality of the information shall be presumed.
- 8.2. The Parties shall not consider as confidential such information which has already been disclosed to the other Party prior to its provision or which is disclosed independently of the Parties, unless the Party can prevent disclosure.
- 8.3. The Parties undertake to use confidential information only during the term of the Agreement and for the purpose of performing its obligations under the Agreement and/or procurement contract.
- 8.4. The Contractor undertakes to ensure that the persons he or she uses in the performance of this Agreement are aware of the confidentiality obligation provided for in the Agreement and require those persons to perform that obligation unconditionally and indefinitely. The Contractor is responsible for the performance of confidentiality obligations by such persons.
- 8.5. The Parties shall act upon the handling of personal data in accordance with the General Data Protection Regulation (GDPR) and the Personal Data Protection Act. The parties shall consider as personal data any data concerning an identified or identifiable natural person, regardless of the form or format in which such data are in. The Parties undertake to apply appropriate information security measures, including the personal data security measures provided for in Article 32 of the GDPR, to ensure the protection of confidential information. Upon receipt of a request to that effect, the Party shall, within a reasonable period of time, make available to the other Party all information necessary to demonstrate the implementation of the relevant technical and organizational measures.

9. Intellectual property

- 9.1. The Contractor owns the intellectual property created by the Contractor in the course of the performance of the Agreement and procurement contract. Intellectual property rights are all copyrights and related rights arising from the performance of obligations arising from the Agreement and/or procurement contract.



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- 9.2. In order to use the results of the provision of the Works, the Contractor shall grant a non-exclusive license to the Contracting Authority. Due to the nature of the Works provided under the procurement contracts, the term for licenses as well as possible restrictions shall be according to article 2-4 of EULA.
- 9.3. The fee for granting rights to the Contracting Authority shall be included in the fee payable on the basis of the procurement contract. The service provider does not have the right to demand additional fees and payments in regards intellectual property.

10. Liability

- 10.1. If the performance of the Works deviates from the agreed schedule, the Contractor has no right to claim compensation for damage if the damage is avoidable by the Contractor's proper performance and the damage has not been caused by direct fault of the Contracting Authority.
- 10.2. If the Contractor's delay is caused by the Contracting Authority, the Contractor has the right to demand reasonable extension of schedule and/or deadline and compensation for justified additional costs. The Contractor shall immediately inform the Contracting Authority of the delay or possibility thereof and the consequences in a format which can be reproduced in writing.
- 10.3. The Contracting Authority shall suspend payment of fees to the Contractor on the basis of the Agreement and the procurement contract in whole or in part if:
 - 10.3.1. The Contractor does not perform the Agreement and/or the procurement contract;
 - 10.3.2. Deficiencies or other breaches of obligations by the Contractor are discovered in the course of performance of the Agreement and/or the procurement contract or in the Works performed;
- 10.4. The Contractor may suspend the performance of Works in whole or in part if:
 - 10.4.1. The Contracting Authority does not perform the Agreement and/or the procurement contract;
 - 10.4.2. The Contracting Authority is in delay with payments of the procurement contract fees for more than 30 calendar days;
- 10.5. The differences between the Parties arising from the performance of Works, including the elimination of errors, shall be resolved primarily on the basis of the objectives of the Works from the viewpoint of the Contracting Authority. If the Contractor does not agree with the position of the Contracting Authority, the obligation to prove the inappropriateness of the position of the Contracting Authority rests with the Contractor.
- 10.6. If a Party violates an obligation arising from article 8 and/or 9 of this Agreement, the other Party has the right to demand a contractual penalty of 2000 euros for each violation from the defaulting Party.
 - 10.6.1. Except in cases of death, personal injury or damages to physical property negligently caused by either party's staff during the work under this contract, damages caused by fraud or intent, IPR indemnification, and other liability that cannot be excluded or limited under the law governing this contract, e.g. product liability, neither party shall be liable to the other out of and in connection with this contract for any indirect or consequential damages, e.g. loss of profit, increased cost, or damage suffered by any third party that is not subject to the agreement etc., and the aggregate maximum liability out of and in connection with this contract shall be equal to the contract value, or in case of ongoing contracts, the annual contract value.
- 10.7. The parties shall submit the claim for contractual penalty arising from the Agreement and/or procurement contract to the Party who has violated the obligations, within a reasonable period of time but not later than within 3 months as of the date on which the Party has acquired the right to submit the claim for contractual penalty.


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- 10.8. Contractual penalties and interest shall be paid within 21 calendar days as of the receipt of the corresponding claim.
- 10.9. The Parties have the possibility of netting each other.

11. Entry into force, amendment and termination of this Agreement

- 11.1. The Agreement shall enter into force after the signature of the Agreement by the latter Party and shall remain in force for 36 months or until the amount of 300 000 euros (excluding VAT) has been reached, or until the early termination of the Agreement.
- 11.2. The Agreement and/or procurement contract may be amended only by written agreement of the Parties and the amendments shall be prepared as an Annex to the Agreement or procurement contract. Amendments shall enter into force after signature by the Parties or within the term indicated by the Parties in the amendment. Upon amendment of the contract, the Parties shall comply with the conditions provided for in § 123 of the Public Procurement Act.
- 11.3. Changes in the contact details of the Parties shall be notified to the other Party within a reasonable period of time. Modification of the contact details shall not be deemed to be amendment of the Agreement within the meaning of article 11.2.
- 11.4. Either Party may cancel the Agreement on an extraordinary basis without notice if it becomes evident that, taking into account all the circumstances and taking into account the interests of the Parties, the Party wishing to cancel the Agreement cannot be expected to continue to perform the Agreement, in particular if the Party has failed to perform the obligations arising from the Agreement and has not performed the corresponding obligation within the additional term granted to the Party.
- 11.5. A Party shall forward to the other Party a notice of cancellation of the Agreement pursuant to clause 7.6.
- 11.6. In the event of cancellation of the Agreement, the Contractor has the right to demand only the fee for the Works actually performed and accepted by the Contracting Authority until the last date of validity of this Agreement.

12. Final provisions


- 12.1. This Agreement shall be signed in two identical copies having equal legal force and each Party receives a copy.
- 12.2. Disputes arising from the Agreement shall be settled by negotiation. If an agreement is not reached, the dispute shall be resolved pursuant to the procedure provided for in the legislation of the Republic of Estonia.
- 12.3. In matters not covered by the Agreement and/or procurement contract, the Parties shall be guided by the legislation in force in the Republic of Estonia.
- 12.4. The representatives of the Parties affirm that they have all the rights and sufficient powers to conclude the Agreement on behalf of the principal in accordance with the law and that, to their knowledge, there is no impediment to the performance of the obligations assumed and set out in the Agreement.
- 12.5. The Contractor has no right to transfer the rights or obligations arising from the Agreement and/or procurement contract to a third party.
- 12.6. The content of this Agreement is public information.

Signatures of the Parties:

Contracting Authority

CPTRA


Registry code: 70003218


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Contractor

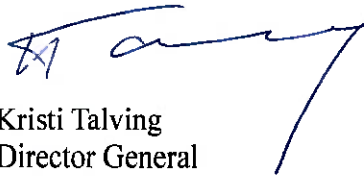
LS telecom

Registry code: HRB 211164


20.12.2023

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E-mail: info@ttja.ee



Kristi Talving
Director General

Date of signature:

15. 12. 2023


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E-mail: info@LStelcom.com



Dr. Georg Schoene
CEO

Date of signature: 20.12.2023



Daniel Nowok
Head of Business Field SQI

Date of signature: 20.12.2023