

AGREEMENT ON ADDITIONAL SERVICES

to the Agreement on "PLANNING, SCHEDULING, REPORTING AND RISK MANAGEMENT SOFTWARE SUPPLY, IMPLEMENTATION AND MAINTENANCE", dated 4 February 2020

Riga 25 January 2021

Principal Agreement registration No.	1.19/LV-7
Agreement registration No.	1.19/LV-7-1
Procurement procedure No.	RBR 2019/5

RB Rail AS, a joint-stock company registered in the Latvian Commercial Register registration No 40103845025, having its registered address at K. **Valdemāra iela 8-7**, Riga, LV 1010, Latvia ("**Customer**"), represented by Chairperson of the Management Board Agnis Driksna acting on the basis of the Regulations on Representation Rights dated 20 July 2020, on the one side,

and

PRM YAZILIM DANISMANLIK TIC LTD, STI, a company registered in the Republic of Turkey, with registration number 510317, having its registered address at Kucukbakkalkoy Mah. Ayse Hatun Cesme Sok. 5/8 Atasehir, Istanbul, Turkey ("**Supplier**"), represented by Company Director Nihat YILDIRIM acting on the basis of the statutes, on the other side.

The Company and the Contractor are jointly referred to as "**Parties**", and each separately – "**Party**",

WHEREAS

- (A) According to Section 61, Paragraph one, Clause 3 and Paragraph five of the Public Procurement Law of the Republic of Latvia, amendments to the procurement agreement are permitted if they do not change the nature of the procurement agreement (type and purpose specified in the procurement documents); and if the value of amendments to the procurement agreement does not concurrently reach: (1) the thresholds specified by the Cabinet, starting from which the agreement notice must be published in the Official Journal of the European Union; and (2) 10 per cent of the initial price of the procurement agreement;
- (B) During the implementation of **the Agreement on "PLANNING, SCHEDULING, REPORTING AND RISK MANAGEMENT SOFTWARE SUPPLY, IMPLEMENTATION AND MAINTENANCE"**, dated 4 February 2020 ("**Principal Agreement**") the Customer requires additional Rollout Support services from the Supplier in order to, namely, ensure the next phase of the planning, scheduling and risk management tool implementation which requires for extra training for internal and external users of the Software (including the representatives of the Stakeholders and Beneficiaries), development of internal administration function for the Software support internally, day to day user support, schedule development, etc. The additional Rollout Support exceeds the initial scope stipulated under the Principal Agreement;
- (C) The Parties have agreed that the additional cost and expenses for the additional services shall not exceed EUR 58'000 (excluding VAT), which is less than 10 per cent of the initial price of the Principal Agreement and does not exceed the thresholds specified by the Cabinet, starting from which the agreement notice must be published in the Official Journal of the European Union;

NOW, THEREFORE, the Parties hereby enter into this Agreement on additional services ("**Agreement**") to the Principal Agreement on the following terms and conditions:

1. In addition to the Products provided under the Principal Agreement, the Supplier shall provide additional Rollout Support to the Customer as further described in *Annex 1: Additional Rollout Support* of the Agreement initially provided according to *Annex 6: Technical Proposal* of the **Principal Agreement („Additional Rollout Support“)**.
2. The Supplier shall provide the Additional Rollout Support until 31 August 2021.

3. The Customer undertakes to pay a flat fee for Additional Rollout Support in the amount of EUR 58 000 (excluding VAT) („Service Fee“). The Service Fee shall be paid to the Supplier’s bank account indicated in the Principal Agreement within 30 days after the mutual signing of the Deliverable Acceptance Deed and receipt of the respective invoice.
4. The Service Fee constitutes fair consideration for the Additional Rollout Support, and each Party waives its right to claim cancellation of this Agreement due to excessive loss incurred by such Party.
5. The provisions of the Principal Agreement, including with respect to the delivery and acceptance of the Products, shall apply to the Agreement and the provision of the Additional Rollout Support to the extent not otherwise provided herein. The provisions of the Principal Agreement, which have not been amended, supplemented, or changed according to this Agreement shall remain in force in the wording as of the moment of conclusion of the Principal Agreement.
6. From the conclusion of this Agreement it shall become an integral part of the Principal Agreement.
7. The Agreement shall enter into force on the day when it is mutually signed by both Parties and shall remain valid until it is fully implemented.
8. All terms and definitions used in this Agreement shall have the same meaning as the same terms and definitions used in the Principal Agreement unless otherwise specified herein.
9. The Agreement is concluded in two (2) equal copies on two (2) pages, one for each Party.
10. Signatures of the Parties:

Customer

Supplier

RB Rail AS

PRM YAZILIM DANISMANLIK TIC LTD, STI

Agnis Driksna
Chairperson of the Management Board

Nihat Yildirim
Company Director

Date of signature:

Date of signature: